EXHIBIT 8

SECOND AMENDED AND RESTATED RULES AND REGULATIONS FOR THE LICENSING AND OPERATION OF BINGO GAMES IN MACON COUNTY, ALABAMA

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MACON COUNTY BINGO REGULATIONS

The following Second Amended and Restated Rules and Regulations For the Licensing and Operation of Bingo Games in Macon County (hereinafter sometimes referred to as "Rules", "Regulations" or "Rules and Regulations") are hereby promulgated by David M. Warren, Sheriff of Macon County, to regulate the issuance of permits or licenses for and the operation of bingo games by certain nonprofit organizations in Macon County, Alabama pursuant to Act No. 2003-124, Regular Session, 2003, authorizing a referendum on an amendment to the Constitution of Alabama, which said referendum was approved by the voters on November 4, 2003. The primary purpose of this Second Amendment is to encompass the definition of "bingo games" as pronounced by the Attorney General for the State of Alabama and to further adopt the policy of the Attorney General in limiting the conduct of Class B bingo gaming in Macon County thereby allowing the Sheriff to more effectively regulate and enforce the proper conduct of bingo games.

Section 1: Definitions

As used herein the following words shall have the following meanings as described herein, unless the context clearly indicates otherwise:

(a) "Bingo" or "Bingo games" shall mean any game of chance known as bingo, including any bingo game permitted by federal law, (whether or not electronic, computer, or other technologic aids are used in connection therewith) which is played for prizes, including monetary prizes, with cards bearing numbers or other designations, and which the holder of the card covers such numbers or designations when objects, similarly numbered or designated, are drawn or electronically determined, and in which the game is won by the first person covering a previously designated arrangement of numbers or designations on such cards. The bingo game must incorporate the typical features of traditional bingo, including, but not limited to, a grid of five horizontal and five vertical squares, numbers randomly selected, and a preordained winning pattern. Alternative entertaining displays such as spinning reels and other video or mechanical graphics are permitted but must not affect game play. Just as in traditional bingo halls, players on electronic bingo machines must compete against one another. Consequently, the electronic machines must be linked so that players are competing against each other. Nothing herein is intended to prohibit the award of interim or consolation prizes. Electronic, computer or other technologic aids include any machine or device that assists a player or the playing of a bingo game;

broadens the participation levels in a common game; facilitates communication between and among bingo locations; or allows players to play a game with or against other players rather than with or against a machine. Examples of electronic, computer or other technologic aids include, but are not limited to, dispensers, readers, telephones, cables, televisions, screens, satellites, bingo blowers, electronic player stations, electronic cards for participants in bingo games, player terminals, central servers containing random number generators for remote player terminals and video displays providing game results in different display modes.

(b) "Person" shall mean any human being, corporation, partnership, association or other legal entity of any kind whatsoever.

(c) "Sheriff" shall mean the Sheriff of Macon County, Alabama. Under the Rules and Regulations herein, the Sheriff may designate or otherwise authorize persons of the Macon County Sheriff's Office to perform various duties of the Sheriff set forth herein.

(d) "Nonprofit organization" shall mean a bona fide organization that is active and in good standing for charitable, educational, or other lawful purposes which operates without profit to its members and/or which has been classified by the Internal Revenue Service as a tax exempt organization.

(e) "License holder" shall mean any nonprofit organization that has been issued a bingo license by the Sheriff pursuant to these Regulations.

(f) "Location" shall mean a building, hall, enclosure, room, or outdoor area that complies with all federal, state and local laws and applicable building and fire codes.

(g) "Class A Bingo License" shall mean a license issued to an applicant who desires to operate paper card bingo only at a qualified location.

(h) "Class B Bingo License" shall mean a license issued to an applicant who desires to operate any and all games of bingo as defined hereinabove, at a qualified location.

(i) "Qualified location" for the holder of a Class A Bingo License shall mean a location, as defined above, which has been inspected and approved by the Sheriff for the conduct of bingo games.

(j) "Qualified location" for the holder of a Class B Bingo License shall mean a location, as defined above, which has been inspected and approved by the Sheriff for the conduct of bingo games and other lawful activities and for which the license applicant shall submit satisfactory evidence that the location has in place the following at all times that any bingo games are being conducted or operated: (i) public liability insurance in an amount not less than $5,000,000; (ii) if liquor is served, liquor liability insurance in the amount of not less than $1,000,000; (iii) adequate parking for patrons and employees; (iv) onsite security as prescribed by the Sheriff; (v) onsite first aid personnel as prescribed by the Sheriff; (vi) cash or surety bond in an amount not less than $1,000,000; (vii) such accounting procedures, controls and security monitoring as necessary to preserve and promote the integrity of the operation of bingo games and to ensure the protection of the charitable license holder and its patrons; (viii) satisfactory evidence that the owner or owners of the location paid at least$15,000,000 for the land, building and other capital improvements (before depreciation) comprising said location; (ix) satisfactory evidence that the location is fully compliant with the Americans with Disabilities Act ("ADA"); and (x) satisfactory evidence that the owner or owners of such location have been residents of the State of Alabama for at least three (3) years or, if the owner is a partnership, association, corporation, limited liability company, or other business entity, satisfactory evidence that those partners, members, or stockholders of such entity that own collectively at least two-thirds (2/3) of the voting rights and equity interests of such entity, are individuals that have been residents of the State of Alabama for at least three (3) years.

(k) "Bingo session" shall mean a consecutive period of time up to 24 consecutive hours during which bingo is played on as many as seven (7) days in a given week. A license holder shall not be limited in the number of bingo sessions it operates during any 24 hour period.

Section 2: Operation of Bingo Games in Macon County

The operation of bingo games for prizes or money by nonprofit organizations, as defined herein, shall be allowed in Macon County, pursuant to Amendment No. 744 to the Constitution of Alabama and Act No. 2003-124, provided that the nonprofit organization shall first obtain a bingo license (Class A or B) as set out herein, and abide by all of the Regulations duly promulgated by the Sheriff. No Class B Licensee shall be authorized to operate bingo at any qualified location, as defined herein, unless a minimum of fifteen (15) applicants shall first obtain Class B

Licenses for such location. This restriction shall be noted on any Class B License issued hereafter. At no time shall there be issued and outstanding more than sixty (60) Class B Licenses for the operation of bingo in Macon County.

Section 3: Bingo License Required

No nonprofit organization, as defined herein, shall be allowed to operate a bingo game unless the Sheriff first issues a license to said organization authorizing it to do so. In the event of any controversy as to whether or not a game of chance or activity constitutes a bingo game, as defined herein, for which a license may be issued, the decision of the Sheriff shall control, subject to the rights of appeal as set out herein. The license described herein shall be in a form designated by the Sheriff and shall be in addition to and not in lieu of any other permits or licenses which may be required by law, and no bingo game shall be operated until such time as all required licenses or permits have been obtained. A license holder may hold only one license and that license shall be valid for only one location in Macon County, Alabama. A license is not assignable or transferable and shall become automatically void upon the change of name, dissolution, loss of charter, or, if the license holder is a tax exempt organization under the federal income tax laws, the loss of exemption from taxation under the Internal Revenue Code.

Section 4: Application for License; Submission; Form; Contents

(a) Any nonprofit organization, as defined herein, desiring to obtain a license to operate bingo games hereunder shall make application to the Sheriff on forms prescribed by the Sheriff and shall pay an annual fee of $250.00 for Class A Bingo Licenses and $1,000.00 for Class B Bingo Licenses. Such license shall expire and become automatically void on December 31 of the fifth year following its issuance. Renewal applications shall be filed with the Sheriff at least forty-five (45) days prior to January 1 of each calendar year and shall be on forms prescribed by the Sheriff. Renewal applications shall be subject to the same application fee as provided for an original application and shall contain the same information as required in an original application. Should fifteen (15) or more Class B Bingo License holders contract in a given calendar year with the owner of a Class B qualified location, the owner of said Class B qualified location shall pay a business license fee ("Operator's License Fee") of $250,000 at the time the Class B Bingo License is issued or renewed. In no event shall more than one Operator's License Fee be paid by the owner of a Class B qualified location in any given year.

(b) The Sheriff shall refuse to grant a bingo license or renewal to any applicant qualified hereunder unless and until the applicant fully provides the information required hereunder, such being provided in a form and in sufficient detail to satisfy the Sheriff of its validity and sufficiency. The Sheriff shall have complete discretion to require any reasonable confirming documentation as to any information required hereunder and shall have a reasonable time to check or confirm by any method available to him the accuracy or validity of any information provided hereunder.

(c) Each application for a bingo license or renewal thereof shall contain the following information and exhibits:

(1) The date of incorporation or other evidence of inception showing existence by the organization for the prescribed period of time.

(2) A copy of the charter, certificate of incorporation, by-laws, or other evidence of legal existence of the organization.

(3) When applicable, a copy of the letter ruling or tax exempt determination letter from the Internal Revenue Service or other proof deemed acceptable by the Sheriff verifying the tax exempt status of the organization named in the application or the parent organization of which the same is a qualified branch, chapter, lodge or post.

(4) The names and residence addresses of each of the officers and directors of the organization, as well as the names and addresses of any members or persons who shall be in charge of or have control over the operation or promotion of bingo games.

(5) The names and addresses of any persons, organizations, or other entities which shall act as sureties for the applicant or to which the applicant is financially indebted in regard to the operation of bingo games.

(6) The exact physical location at which the applicant will conduct the bingo games and if the premises on which the games are to be conducted are not owned by the applicant, the names and addresses of the owners thereof and a copy of all rental, lease, consulting or other agreements with the said owners regarding the use of the premises for the operation of the bingo games.

(7) A statement listing all convictions, if any, for criminal offenses, other than minor traffic offenses, of each of the persons for whom names are required in subsections (4), (5), and (6) above.

Section 5: Issuance of License

Upon receipt of a fully completed and documented application for a license meeting all of the requirements set out herein, the Sheriff shall make such investigation as he may deem necessary or proper of the qualifications of each applicant as required herein and the truth and veracity of the information contained or attached to the application and after making such investigation and after being first satisfied that all qualifications and requirements as set out herein the Sheriff shall issue such license to said applicant upon the terms and conditions herein set forth. As part of said investigation, any person named in paragraphs 4, 5, 6 of Section 4(c) herein may be required to furnish a consent for background and criminal history check.

A Class A Bingo License shall be issued to an applicant who desires to operate paper card bingo only at a qualified location for the holder of a Class A License. A Class B Bingo License shall be issued to an applicant who desires to operate any and all games of bingo, as defined hereinabove, at a qualified location for the holder of a Class B License.

Section 6: Amendments; Applications; Licenses

(a) An applicant may amend an application filed hereunder to correct or complete the information contained therein or to change said information to comply with a change in circumstances at any time prior to the denial thereof by the Sheriff or the issuance of a license thereon, provided that said amendment be made in or on a form satisfactory to the Sheriff and the applicant pays a substitution or amendment fee of $50.00 per amendment.

(b) A license, once issued, may be amended only upon resubmission of a new, completed application satisfactory to the Sheriff, surrender of the license being amended, and payment of a new annual fee. The Sheriff may deny amendments for any reason for which an original application may be denied.

Section 7: Contents and Display of Licenses

(a) Each bingo license shall contain the name and address of the license holder, the location at which the license holder is permitted to conduct bingo games, the days of the week on which the license holder is permitted to conduct bingo games, the date on which the license was issued and upon which it expires.

(b) The license holder shall display the license conspicuously at the location where bingo is being conducted at all times during the conduct of a bingo game.

Section 8: Fee Proceeds

All monies collected by the Sheriff hereunder shall be paid to the County and placed in a separate bingo account, and deposited in a designated bank located in Macon County within three business days of the collection of said fees. All expenses incurred by the Sheriff in the administration and enforcement hereof shall be paid from this account, with the balance, if any, in said account to be used by the Sheriff for general law enforcement purposes. To the extent allowed by law, in the public interest, the said account shall be subject to audit by the State of Alabama Examiners of Public Accounts.

Section 9: General Regulations; Prizes

(a) No person under the age of 19 years shall be permitted to play any game or games of bingo, nor shall any person under the age of 19 years be permitted to conduct or assist in the operation of any game of bingo.

(b) No bingo license shall be issued to any nonprofit organization, unless the organization shall have been in existence for at least three (3) years in the county immediately prior to the issuance of the permit or license.

(c) Bingo games may be operated on the premises owned or leased by the nonprofit organization operating the bingo games.

(d) A nonprofit organization may enter into a contract with any individual, firm, association or corporation to have the individual or entity operate bingo games or concessions on behalf of the nonprofit organization. A nonprofit organization may pay consulting fees to any individual or entity for any services performed in relation to the operation or conduct of a bingo game.

(e) A nonprofit organization may lend its name or allow its identity to be used by another person or entity in the operating or advertising of a bingo game in which the nonprofit organization is not directly and solely operating the bingo game.

(f) Prizes given by any nonprofit organization for the playing of bingo games shall not exceed the cash amount or gifts of equivalent value set by these Rules and Regulations for any bingo session. For the purposes of these Rules and Regulations, no single prize given by any nonprofit organization, or on its behalf, for the playing of bingo games shall exceed $20,000,000 in cash or equivalent value during any bingo session.

(g) No person who has been convicted of a felony offense, and whose civil rights have not been restored by law, shall conduct or in any way participate in the operation of any bingo game permitted hereunder, nor shall any person who has been convicted of any gambling offense be permitted to conduct or in any way participate in the operation of any bingo game permitted hereunder within 12 months of the conviction.

Section 10: Records and Accounting

Each license holder shall keep and maintain the following records and accounts pertaining to each bingo session conducted by it for at least three (3) years from the date of such session:

(a) An itemized list of all gross receipts for each bingo session, which shall include all receipts derived from the sale of bingo cards, entrance fees, donations, or from any other source whatsoever pertaining to the operation of such session. Notwithstanding the foregoing, the holder of a Class B License who has contracted with an individual, firm, association or corporation for the operation of bingo games shall only report the Class B License holder's gross receipts under such contract and provide a copy of such contract to the Sheriff.

(b) An itemized list of all expenses, costs and disbursements, other than prizes, paid or given as a result of the operation of any bingo session, together with the name and address of each person to whom said expenses, disbursements or consideration was paid or given; a receipt or invoice for all items purchased and for all services rendered; and such other records as will adequately reflect the amount and nature of such expenses, costs and disbursements. Notwithstanding the foregoing, the holder of a Class B Bingo License who has contracted with an individual, firm, association or corporation for the operation of bingo games which permits the holder to receive reasonable compensation for the operation of a bingo session net of the costs associated with the operation of the bingo games, including without limitation, building rent, insurance, equipment rental, consulting or management fees, employee expense, utilities, janitorial services, bingo prizes or gifts and the like, shall only be required to maintain a copy of such contract and provide a copy of same to the Sheriff upon request.

(c) All records, receipts, accounts and/or lists required to be kept and maintained hereunder shall be open to inspection by the Sheriff, or his authorized agents or representatives, during reasonable business hours.

(d) All locations at which bingo games are being held by a license holder, or at which a license holder intends to conduct bingo games, shall be open to the Sheriff, or his authorized representatives, during all times at which bingo games are being conducted and during all other reasonable business hours.

(e) On or before April 15, 2005, and on or before April 15th of each calendar year thereafter, each license holder who held a license for all or any part of the preceding calendar year shall file with the Sheriff a verified copy of all records, receipts, accounts and/or lists required to be kept or maintained hereunder relating to the operation of bingo games for said previous calendar year.

Section 11: Enforcement and Supervision; Rules; Bonds

(a) The Sheriff shall be charged with the duty to and shall enforce and supervise the administration and enforcement of all of the rules, regulations and reporting required hereunder. In addition to these Regulations, the Sheriff shall enforce all applicable criminal and civil laws of the State of Alabama to prevent and discourage any illegal activity.

(b) The Sheriff may require such acceptable sureties and/or bonds which he deems reasonable or necessary to insure proper compliance with these Rules and Regulations and the submission of such acceptable sureties or bonds shall be a condition precedent to the issuance of any license hereunder. The operator and surety or sureties shall be jointly and severally responsible for payment of prizes to winners, said payment to occur no later than the end of the session during which the prize was won.

Section 12: Revocation of Licenses; Appeal

The Sheriff, for good cause shown, may revoke any license issued pursuant hereto if the license holder or any officer, director, agent, employee or member of the license holder, or any person acting in concert with such persons, violates any of the Regulations herein promulgated. Such revocation by the Sheriff shall become effective ten (10) days after written notice of such revocation has been delivered by the Sheriff, or his authorized representative, to any person named in the license application pursuant to Section 4, subsections (c)(4) and (c)(5) hereunder, or such other person as may be involved in the operation of bingo pursuant hereto, unless the license holder shall make a written request for a hearing as to such revocation to the Macon County Commission within said ten (10) day period. Upon such request for hearing, the Commission shall hold a hearing upon such revocation, subject to rules and regulations for the conduct of meetings and hearings before such Commission, at its next regularly scheduled meeting, or specially called meeting for the purpose of such hearing. Upon such hearing the rendering of a decision adverse to the license holder shall result in the immediate revocation of the subject license. Following a hearing and rendition of an opinion by the Commission upon revocation of a license issued hereunder, either party to said hearing may appeal the same to the Circuit Court of Macon County, Alabama and may request a trial by jury. Pending appeal to the Circuit Court hereunder, the revoked license shall remain revoked until and unless the Circuit Court shall order the same reinstated and shall set a reasonable bond to assure complete compliance with all Rules and Regulations promulgated hereunder pending such appeal.

Section 13: Effect of Revocation

The holder of any license issued pursuant hereto which shall be revoked as herein set out shall return such license to the Sheriff on or before the effective date of such revocation and whether returned or not such license shall be void and not valid beyond the effective date of revocation thereof unless such revocation shall be extended by appeal as provided hereunder. A license holder whose license is revoked in consequence of a violation of any rule or regulation promulgated herein, or other rule or regulation promulgated hereunder, shall be ineligible to apply for or have issued to it another license hereunder for a period of one (1) year after the effective date of such revocation. Nor shall any license be issued to any organization which is directed or controlled by persons listed in the application for license filed pursuant to Section 4, subsections (c)(4) and (c)(5) hereof in regard to the revoked license or to any organization of which the membership is substantially the same as any organization whose license has been revoked hereunder, for a period of one (1) year after the effective date of such revocation.

Section 14: Appeal of Denial of License

Any nonprofit organization whose application for a license hereunder shall be denied by the Sheriff pursuant to these Regulations shall have the right to appeal such denial to the Macon County Commission and to the Circuit Court of Macon County in the same manner as an appeal of a revocation of a license issued hereunder may be appealed pursuant hereto provided, however, that such organization shall not operate any bingo game until such application shall have been granted, and a license issued, pursuant to any order of the said Commission or Court.

Section 15: Compliance With Federal Law

All electronic, computer, technologic aids and other devices used in connection with the operation of licensed bingo games conducted in Macon County under the authority of Amendment No. 744 to the Constitution of Alabama and permitted under the Rules and Regulations for the Licensing and Operating of Bingo Games promulgated by the Sheriff of Macon County are expressly enumerated as lawful and exempted from the provisions of 15 U.S.C. § 1172.

Section 16: Severability

The provisions hereto and the Regulations promulgated hereunder are severable. If any part hereof shall be declared invalid or unconstitutional, such declaration shall not affect any parts hereof which shall remain.

Section 17: Amendments

The Sheriff reserves the right to amend these Regulations from time to time as necessary, but no amendments shall be effective unless in writing and signed by the Sheriff.

Section 18: Effective Date.

The effective date of these Second Amended and Restated Rules and Regulations is January 1, 2005.

Issued this the 6 day of January, 2005.

[signature]
David M. Warren
Sheriff of Macon County, Alabama

COMMENTARY TO SECOND AMENDED AND RESTATED BINGO REGULATIONS

The Attorney General for the State of Alabama has recently conducted an exhaustive investigation and review of gaming activities in the State of Alabama, including but not limited to, bingo games conducted in Macon County, Alabama, pursuant to Amendment No. 744 of the Constitution of Alabama. In response to the Attorney General's recent findings and pronouncements, the First Amended and Restated Rules and Regulations For the Licensing and Operation of Bingo Games in Macon County (the "Macon County Bingo Regulations") are hereby amended and restated to comport and comply with the Attorney General's definition of bingo games and policy to limit Class B bingo gaming activities in Macon County, Alabama, at a reasonable level whereby the Sheriff can more adequately and effectively regulate and enforce the proper conduct of such bingo games. Accordingly, the following changes have been made to the Macon County Bingo Regulations:

Section 1(a): The definition "Bingo" or "Bingo games" is hereby amended to add four new sentences to be inserted after the first sentence and before the second sentence of the current definition in order to adopt the Attorney General's pronouncement of bingo games that are lawful in the State of Alabama.

Section 2: A new sentence has been added to the end of Section 2 to limit the number of Class B Licenses that may be issued in order to follow the policy of the Attorney General to limit Class B bingo gaming activities in Macon County, Alabama, and to allow the Sheriff to more effectively regulate and enforce the proper conduct of such bingo games.

Section 4: The second sentence has been revised to allow licenses to be issued for five (5) years, rather than one (1) year. This revision will reduce and avoid additional administrative costs of review and processing of renewal applications for the Sheriff, although the annual license fee will still be required.

EXHIBIT 9

Established 1865
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SECOND AMENDED AND RESTATED RULES AND REGULATIONS FOR THE LICENSING AND OPERATION OF BINGO GAMES IN MACON COUNTY ALABAMA

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(1)

but must not affect game play. Just as in traditional bingo halls, players on electronic bingo machines must compete against one another. Consequently, the electronic machines must be linked so that players are competing against each other. Nothing herein is intended to prohibit the award of interim or consolation prizes. Electronic, computer or other technologic aids include any machine or device that assists a player or the playing of a bingo game; broadens the participation levels in a common game; facilitates communication between and among bingo locations; or allows players to play a game with or against other players rather than with or against a machine. Examples of electronic, computer or other technologic aids include, but are not limited to, dispensers, readers, telephones, cables, televisions, screens, satellites, bingo blowers, electronic player stations, electronic cords for participants in bingo games, player terminals, central servers containing random number generators for remote player terminals and video displays providing game results in different display modes.

(b) "Person" shall mean any human being, corporation, partnership, association or other legal entity of any kind whatsoever.

(c) "Sheriff" shall mean the Sheriff of Macon County, Alabama. Under the Rules and Regulations herein, the Sheriff may designate or otherwise authorize persons of the Macon County Sheriff's Office to perform various duties of the Sheriff set forth herein.

(d) "Nonprofit organization" shall mean a bona fide organization that is active and in good standing for charitable, educational, or other lawful purposes which operates without profit to its members and/or which has been classified by the Internal Revenue Service as a tax exempt organization.

(e) "License holder" shall mean any nonprofit organization that has been issued a bingo license by the Sheriff, pursuant to these Regulations.

(f) "Location" shall mean a building, hall, enclosure, room, or outdoor area that complies with all federal, state and local laws and applicable building and fire codes.

(g) "Class A Bingo License" shall mean a license issued to an applicant who desires to operate paper card bingo only at a qualified location.

(h) "Class B Bingo License" shall mean a license issued to an applicant who desires to operate any and all games of bingo as defined hereinabove, at a qualified location.

(i) "Qualified location" for the holder of a Class A Bingo License shall mean a location, as defined above, which has been inspected and approved by the Sheriff for the conduct of bingo games.

(j) "Qualified location" for the holder of a Class B Bingo License shall mean a location, as defined above, which has been inspected and approved by the Sheriff for the conduct of bingo games and other lawful activities and for which the license applicant shall submit satisfactory evidence that the location has in place the following at all times that any bingo games are being conducted or operated: (i) public liability insurance in an amount not less than $5,000,000; (ii) if liquor is served, liquor liability insurance in the amount of not less than $1,000,000; (iii) adequate parking for patrons and employees; (iv) onsite security as prescribed by the Sheriff; (v) onsite first aid personnel as prescribed by the Sheriff; (vi) cash or surety bond in an amount not less than $1,000,000; (vii) such accounting procedures, controls and security monitoring as necessary to preserve and promote the integrity of the operation of bingo games and to ensure the protection of the charitable license holder and its patrons; (viii) satisfactory evidence that the owner or owners of the location paid at least $15,000,000 for the land, building and other capital improvements (before depreciation) comprising said location; (ix) satisfactory evidence that the location is fully compliant with the Americans with Disabilities Act ("ADA"); and (x) satisfactory evidence that the owner or owners of such location have been residents of the State of Alabama for at least three (3) years or, if the owner is a partnership, association, corporation, limited liability company, or other business entity, satisfactory evidence that those partners, members, or stockholders of such entity that own collectively at least two-thirds (2/3) of the voting rights and equity interests of such entity, are individuals that have been residents of the State of Alabama for at least three (3) years.

(k) "Bingo session" shall mean a consecutive period of time up to 24 consecutive hours during which bingo is played on as many as seven (7) days in a given week. A license holder shall not be limited in the number of bingo sessions it operates during any 24 hour period.

Section 2: Operation of Bingo Games in Macon County

The operation of bingo games for prizes or money by nonprofit organizations, as defined herein, shall be allowed in Macon County, pursuant to Amendment No.744 to the Constitution of Alabama and Act No. 2003-124, provided that the nonprofit organization shall first obtain a bingo license (Class A or B) as set out herein, and abide by all of the Regulations duly promulgated by the Sheriff. No Class B Licensee shall be authorized to operate bingo at any qualified location, as defined herein, unless a minimum of fifteen (15) applicants shall first obtain Class B Licenses for such location. This restriction shall be noted on any Class B License issued hereafter. At no time shall there be issued and outstanding more than sixty (60) Class B Licenses for the operation of bingo in Macon County.

Section 3: Bingo License Required

No nonprofit organization, as defined herein, shall be allowed to operate a bingo game unless the Sheriff first issues a license to said organization authorizing it to do so. In the event of any controversy as to whether or not a game of chance or activity constitutes a bingo game, as defined herein, for which a license may be issued, the decision of the Sheriff shall control, subject to the rights of appeal as set out herein. The license described herein shall be in a form designated by the Sheriff and shall be in addition to and not in lieu of any other permits or licenses which may be required by law, and no bingo game shall be operated until such time as all required licenses or permits have been obtained. A license holder may hold only one license and that license shall be valid for only one location in Macon County, Alabama. A license is not assignable or transferable and shall become automatically void upon the change of name, dissolution, loss of charter, or, if the license holder is a tax exempt organization under the federal income tax laws, the loss of exemption from taxation under the Internal Revenue Code.

Section 4: Application for License; Submission; Form; Contents

(a) Any nonprofit organization, as defined herein, desiring to obtain a license to operate bingo games hereunder shall make application to the Sheriff on forms prescribed by the Sheriff and shall pay an annual fee of $250.00 for Class A Bingo Licenses and $1,000.00 for Class B Bingo Licenses. Such license shall expire and become automatically void on December 31 of the fifth year following its issuance. Renewal applications shall be filed with the Sheriff at least forty-five (45) days prior to January 1 of each calendar year and shall be on forms prescribed by the Sheriff. Renewal applications shall be subject to the same application fee as provided for an original application and shall contain the same information as required in an original application. Should fifteen (15) or more Class B Bingo License holders contract in a given calendar year with the owner of a Class B qualified location, the owner of said Class B qualified location shall pay a business license fee ('Operator's License Fee') of $250,000 at the time the Class B Bingo License is issued or renewed. In no event shall more than one Operator's License Fee be paid by the owner of a Class B qualified location in any given year.

(b) The Sheriff shall refuse to grant a bingo license or renewal to any applicant qualified hereunder unless and until the applicant fully provides the information required hereunder, such being provided in a form and in sufficient detail to satisfy the Sheriff of its validity and sufficiency. The Sheriff shall have complete discretion to require any reasonable confirming documentation as to any information required hereunder and shall have a reasonable time to check or confirm by any method available to him the accuracy or validity of any information provided hereunder.

(c) Each application for a bingo license or renewal thereof shall contain the following information and exhibits:

(1) The date of incorporation or other evidence of inception showing existence by the organization for the prescribed period of time.

(2) A copy of the charter, certificate of incorporation, by-laws, or other evidence of legal existence of the organization.

(3) When applicable, a copy of the letter ruling or tax exempt determination letter from the Internal Revenue Service or other proof deemed acceptable by the Sheriff verifying

the tax exempt status of the organization named in the application or the parent organization of which the same is a qualified branch, chapter, lodge or post.

(4) The names and residence addresses of each of the officers and directors of the organization, as well as the names and addresses of any members or persons who shall be in charge of or have control over the operation or promotion of bingo games.

(5) The names and addresses of any persons, organizations, or other entities which shall act as sureties for the applicant or to which the applicant is financially indebted in regard to the operation of bingo games.

(6) The exact physical location at which the applicant will conduct the bingo games and if the premises on which the games are to be conducted are not owned by the applicant, the names and addresses of the owners thereof and a copy of all rental, lease, consulting or other agreements with the said owners regarding the use of the premises for the operation of the bingo games.

(7) A statement listing all convictions, if any, for criminal offenses, other than minor traffic offenses, of each of the persons for whom names are required in subsections (4), (5), and (6) above.

Section 5: Issuance of License

Upon receipt of a fully completed and documented application for a license meeting all of the requirements set out herein, the Sheriff shall make such investigation as he may deem necessary or proper of the qualifications of each applicant as required herein and the truth and veracity of the information contained or attached to the application and after making such investigation and after being first satisfied that all qualifications and requirements as set out herein the Sheriff shall issue such license to said applicant upon the terms and conditions herein set forth. As part of said investigation, any person named in paragraphs 4, 5, 6 of Section 4(c) herein may be required to furnish a consent for background and criminal history check.

A Class A Bingo License shall be issued to an applicant who desires to operate paper card bingo only at a qualified location for the holder of a Class A License. A Class B Bingo License shall be issued to an applicant who desires to operate any and all games of bingo, as defined hereinabove, at a qualified location for the holder of a Class B License.

Section 6: Amendments; Applications; Licenses

(a) An applicant may amend an application filed hereunder to correct or complete the information contained therein or to change said information to comply with a change in circumstances at any time prior to the denial thereof by the Sheriff or the issuance of a license thereon, provided that said amendment be made in or on a form satisfactory to the Sheriff and the applicant pays a substitution or amendment fee of $50.00 per amendment.

(b) A license, once issued, may be amended only upon resubmission of a new, completed application satisfactory to the Sheriff; surrender of the license being amended, and payment of a new annual fee. The Sheriff may deny amendments for any reason for which an original application may be denied.

Section 7: Contents and Display of Licenses.

(a) Each bingo license shall contain the name and address of the license holder, the location at which the license holder is permitted to conduct bingo games, the days of the week on which the license holder is permitted to conduct bingo games, the date on which the license was issued and upon which it expires.

(b) The license holder shall display the license conspicuously at the location where bingo is being conducted at all times during the conduct of a bingo game.

Section 8: Fee Proceeds

All monies collected by the Sheriff hereunder shall be paid to the County and placed in a separate bingo account, and deposited in a designated bank located in Macon County within three business days of the collection of said fees. All expenses incurred by the Sheriff in the administration and enforcement hereof shall be paid from this account, with the balance, if any, in said account to be used by the Sheriff for general law enforcement purposes. To the extent allowed by law, in the public interest, the said account shall be subject to audit by the State of Alabama Examiners of Public Accounts.

Section 9: General Regulations; Prizes

(a) No person under the age of 19 years shall be permitted to play any game or games of bingo, nor shall any person under the age of 19 years be permitted to conduct or assist in the operation of any game of bingo.

(b) No bingo license shall be issued to any nonprofit organization, unless the organization shall have been in existence for at least three (3) years in the county immediately prior to the issuance of the permit or license.

(c) Bingo games may be operated on the premises owned or leased by the nonprofit organization operating the bingo games.

(d) A nonprofit organization may enter into a contract with any individual, firm, association or corporation to have the individual or entity operate bingo games or concessions on behalf of the nonprofit organization. A nonprofit organization may pay consulting fees to any individual or entity for any services performed in relation to the operation or conduct of a bingo game.

(e) A nonprofit organization may lend its name or allow its identity to be used by another person or entity in the operating or advertising of a bingo game in which the nonprofit organization is not directly and solely operating the bingo game.

(f) Prizes given by any nonprofit organization for the playing of bingo games shall not exceed the cash amount or gifts of equivalent value set by these Rules and Regulations for any bingo session. For the purposes of these Rules and Regulations, no single prize given by any nonprofit organization, or on its behalf, for the playing of bingo games shall exceed $20,000,000 in cash or equivalent value during any bingo session.

(g) No person who has been convicted of a felony offense, and whose civil rights have not been restored by law, shall conduct or in any way participate in the operation of any bingo game permitted hereunder, nor shall any person who has been convicted of any gambling offense be permitted to conduct or in any way participate in the operation of any bingo game permitted hereunder within 12 months of the conviction.

Section 10: Records and Accounting

Each license holder shall keep and maintain the following records and accounts pertaining to each bingo session conducted by it for at least three (3) years from the date of such session:

(a) An itemized list of all gross receipts for each bingo session, which shall include all receipts derived from the sale of bingo cards, entrance fees, donations, or from any other source whatsoever pertaining to the operation of such session. Notwithstanding the foregoing, the holder of a Class B License who has contracted with an individual, firm, association or corporation for the operation of bingo games shall only report the Class B License holder's gross receipts under such contract and provide a copy of such contract to the Sheriff.

(b) An itemized list of all expenses, costs and disbursements, other than prizes, paid or given as a result of the operation of any bingo session, together with the name and address of each person to whom said expenses, disbursements or consideration was paid or given; a receipt or invoice for all items purchased and for all services rendered; and such other records as will adequately reflect the amount and nature of such expenses, costs and disbursements. Notwithstanding the foregoing, the holder of a Class B Bingo License who has contracted with an individual, firm, association or corporation for the operation of bingo games which permits the holder to receive reasonable compensation for the operation of a bingo session net of the costs associated with the operation of the bingo games, including without limitation, building rent, insurance, equipment rental, consulting or management fees, employee expense, utilities, janitorial services, bingo prizes or gifts and the like, shall only be required to maintain a copy of such contract and provide a copy of same to the Sheriff upon request.

(c) All records, receipts, accounts and/or lists required to be kept and maintained hereunder shall be open to inspection by the Sheriff, or his authorized agents or representatives, during reasonable business hours.

(d) All locations at which bingo games are being held by a license holder, or at which a license holder intends to conduct bingo games, shall be open to the She4yiff, or his authorized representatives, during all times at which bingo games are being conducted and during all other reasonable business hours.

(e) On or before April 15, 2005, and on or before April 15th of ea. calendar year thereafter, each license holder who held a license for all or any part of the preceding calendar year shall file with the Sheriff a verified copy of all records, receipts, accounts and/or lists required to be kept or maintained hereunder relating to the operation of bingo games for said previous calendar year.

Section 11: Enforcement and Supervision; Rules; Bonds

(a) The Sheriff shall be charged with the duty to and shall enforce, and supervise the administration and enforcement of all of the rules, regulations and reporting required hereunder. In addition to these Regulations, the Sheriff shall enforce all applicable criminal and civil laws of the State of Alabama to prevent and discourage any illegal activity.

(b) The Sheriff may require such acceptable sureties and/or bonds which he deems reasonable or necessary to insure proper compliance with these Rules and Regulations and the submission of such acceptable sureties or bonds shall be a condition precedent to the issuance of any license hereunder. The operator and surety or sureties shall be jointly and severally responsible for payment of prizes to winners, said payment to occur no later than the end of the session during which the prize was won.

Section 12: Revocation of Licenses; Appeal

The Sheriff, for good cause shown, may revoke any license issued pursuant hereto if the license holder or any officer, director, agent, employee or member of the license holder, or any person acting in concert with such persons, violates any of the Regulations herein promulgated. Such revocation by the Sheriff shall become effective ten (10) days after written notice of such revocation has been delivered by the Sheriff, or his authorized representative, to any person named in the license application pursuant to Section 4, subsections (c)(4) and (c)(5) hereunder, or such other person as may be involved in the operation of bingo pursuant hereto, unless the license holder shall make a written request for a hearing as to such revocation to the Macon County Commission within said ten (10) day period. Upon such request for hearing, the Commission shall hold a hearing upon such revocation, subject to rules and regulations for the conduct of meetings and hearings before such Commission, at its next regularly scheduled meeting, or specially called meeting for the purpose of such hearing. Upon such hearing the rendering of a decision adverse to the license holder shall result in the immediate revocation of the subject license. Following a hearing and rendition of an opinion by the Commission upon revocation of a license issued hereunder, either party to said hearing may appeal the same to the Circuit Court of Macon County, Alabama and may request a trial by jury. Pending appeal to the Circuit Court hereunder, the revoked license shall remain revoked until and unless the Circuit Court shall order the same reinstated and shall set a reasonable bond to assure complete compliance with all Rules and Regulations promulgated hereunder pending such appeal.

Section 13: Effect of Revocation

The holder of any license issued pursuant hereto which shall be revoked as herein set out shall return such license to the Sheriff on or before the effective date of such revocation and whether returned or not such license shall be void and not valid beyond the effective date of revocation thereof unless such revocation shall be extended by appeal as provided hereunder. A license holder whose license is revoked in consequence of a violation of any rule or regulation promulgated herein, or other rule or regulation promulgated hereunder, shall be ineligible to apply for or have issued to it another license hereunder for a period of one (1) year after the effective date of such revocation. Nor shall any license be issued to any organization which is directed or controlled by persons listed in the application for license filed pursuant to Section 4, subsections (c) (4) and (c) (5) hereof in regard to the revoked license or to any organization of which the membership is substantially the same as any organization whose license has been revoked hereunder, for a period of one (1) year after the effective date of such revocation.

Section 14: Appeal of Denial of License

Any nonprofit organization whose application for a license hereunder shall be denied by the Sheriff pursuant to these Regulations shall have the right to appeal such denial to the Macon County Commission and to the Circuit Court of Macon County in the same manner as an appeal of a revocation of a license issued hereunder may be appealed pursuant hereto provided, however that such organization shall not operate any bingo game until such application shall have been granted, and a license issued pursuant to any order of the said Commission or Court.

Section 15: Compliance With Federal Law

All electronic, computer, technologic aids and other devices used in connection with the operation of licensed bingo games conducted in Macon County under the authority of Amendment No. 744 to the Constitution of Alabama and permitted under the Rules and Regulations for the Licensing and Operating of Bingo Games promulgated by the Sheriff of Macon County are expressly enumerated as lawful and exempted from the provisions of 15 U.S.C. § 1172.

Section 16: Severability

The provisions hereto and the Regulations promulgated hereunder are severable. If any part hereof shall be declared invalid or unconstitutional, such declaration shall not affect any parts hereof which shall remain.

Section 17: Amendments

The Sheriff reserves the right to amend these Regulations from time to time as necessary, but no amendments shall be effective unless in writing and signed by the Sheriff.

Section 18: Effective Date.

The effective date of these Second Amended and Restated Rules and Regulations is January 1, 2005.

Issued this the ____ day of ____, 200_.

David M. Warren

Sheriff of Macon County, Alabama

COMMENTARY TO SECOND AMENDED AND RESTATED BINGO REGULATIONS

The Attorney General for the State of Alabama has recently conducted an exhaustive investigation and review of gaming activities in the State of Alabama, including but not limited to, bingo games conducted in Macon County, Alabama, pursuant to Amendment No. 744 of the Constitution of Alabama. In response to the Attorney General's recent findings and pronouncements, the First Amended and Restated Rules and Regulations For the Licensing and Operation of Bingo Games in Macon County (the "Macon County Bingo Regulations") are hereby amended and restated to comport and comply with the Attorney General's definition of bingo games and policy to limit Class B bingo gaming activities in Macon County, Alabama, at a reasonable level whereby the Sheriff can more adequately and effectively regulate and enforce the proper conduct of such bingo games.

Accordingly, the following changes have been made to the Macon County Bingo Regulations:

Section 1(a): The definition "Bingo" or "Bingo games" is hereby amended to add four new sentences to be inserted after the first sentence and before the second sentence of the current definition in order to adopt the Attorney General's pronouncement of bingo games that are lawful in the State of Alabama.

Section 2: A new sentence has been added to the end of Section 2 to limit the number of Class B Licenses that may be issued in order to follow the policy of the Attorney General to limit Class B bingo gaming activities in Macon County, Alabama, and to allow the Sheriff to more effectively regulate and enforce the proper conduct of such bingo games.

Section 4: The second sentence has been revised to allow licenses to be issued for five (5) years, rather than one (1) year. This revision will reduce and avoid additional administrative costs of review and processing of renewal applications for the Sheriff, although the annual license fee will still be required.

12-30

EXHIBIT 10

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, Whereas James Lane (hereinafter referred to as "Lane") and H. Frank Thomas, III, (hereinafter referred to as "Thomas") have heretofore entered into an oral agreement regarding Lane furnishing charities to Thomas for the operation of a bingo establishment in Macon County, Alabama; and

Whereas, said oral agreement further provided for Thomas to compensate Lane for his efforts; and

Whereas, the parties now desire to reduce their agreement to writing.

NOW, THEREFORE, the parties hereby agree as follows:

1. Lane hereby agrees to furnish Thomas with executed consulting contracts for the operation of a Class B Bingo Establishment with fifteen (15) non-profit organizations as defined in § 1(d) of the First Amended And Restated Rules And Regulations For The Licensing And Operation Of Bingo Games In Macon County, Alabama, (hereinafter referred to as the "Rules"). A copy of said Rules are attached hereto as Exhibit "A".

2. Said consulting contracts with the non-profit organizations shall be for a period of at least ten (10) years and the terms thereof shall be approved by Thomas.

3. In the event that one or more of the original non-profit organizations fails to be approved for a Class B Bingo License pursuant to the Rules, Lane shall be obligated to replace said non-profit organization with one that will meet the definition of a non-profit organization according to the Rules.

4. Thomas agrees to pay to Lane the sum of Five Hundred Thousand and no/100 ($500,000.00) Dollars for his services pursuant to this agreement. Said monies shall be disbursed to Lane as follows: Two Hundred Fifty Thousand and no/100 ($250,000.00) at such time as Lane provides Thomas with the consulting contracts with fifteen (15) non-profit organizations as defined by the Rules. The remaining Two Hundred Fifty Thousand and no/100 ($250,000.00) Dollars shall be paid to Lane at such time as fifteen (15) non-profit organizations, either originally furnished or replacements furnished by Lane, are approved by the Sheriff of Macon County as nonprofit organizations as defined in the Rules so as to receive their Class B License.

5. If Lane is unable to provide consulting contracts with fifteen (15) non-profit organizations who approved or are capable of being approved by the Sheriff as nonprofit organizations pursuant to the Rules, this agreement said become null and void and Lane shall refund to Thomas within thirty (30) days after demand from Thomas any and all monies received pursuant to this agreement.

6. If Lane provides fifteen (15) non-profit organizations who are approved or are capable of being approved by the Sheriff as nonprofit corporations so as to obtain a Class B Bingo License but for Thomas fails to open and operate a bingo operation by failing to provide a qualified location pursuant to the Rules, or for any other reason within one (1) year from the date hereof, Lane shall be entitled to receive the entire Five Hundred Thousand and no/100 ($500,000.00) Dollars and shall be free to resign, if he so desires, new consulting contracts with the non-profit organizations he furnished with another person or entity of his choosing.

7. The parties understand that Thomas will form a corporation or other legal entity to own and/or operate the Class B qualified location and therefore Thomas reserves the right to assign this agreement to said entity. All consulting contracts with the non-profit organizations shall be with the entity selected by Thomas.

8. In the event Lane performs according to the terms of this agreement and Thomas obtains a license to operate Class B bingo games at a qualified location, Lane shall entitled to and shall own a five percent (5%) interest in the entity selected by Thomas to own the qualified location for the Class B bingo games.

9. Lane must have prior consent from Thomas before he becomes involved with any other bingo operation in Macon County, Alabama, including the providing of nonprofit organizations as defined by the Rules to another person or entity or political assistance to obtain a Class B Bingo license in Macon County, Alabama. Thomas agrees to offer Lane a five percent (5%) interest in any deal Thomas enters into in Macon County, Alabama, regarding bingo operations. Thomas further agrees that Lane shall have a thirty (30) day first right of refusal on any property Thomas owns in Macon County, Alabama, upon which a hotel or motel is to be constructed.

10. In the event of default in the terms of this agreement by either Lane or Thomas, all reasonable attorney fees and court costs shall be recoverable against the defaulting party.

11. This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _______ day of December, 2004.

______________________________ ______________________________

H. Frank Thomas, III James Lane

HENRY F. THOMAS
1 FERNWAY DRIVE
...NTGOMERY, AL 36111
334-265-7332

61-141/621
06030

1038

DATE 12/17/04

PAY TO THE ORDER OF Tom Pehrey Trust Acct. $ 250,000

Two hundred and fifty thousand and —— DOLLARS

COLONIAL BANK N.A.
Montgomery, Alabama
24 Hr Colonial Connection 1-877-502-2265

COLONIAL CLUB

FOR Consulting

[signature]

⑆062101413⑆ 8036885559⑈ 1038

EXHIBIT 11

STATE OF ALABAMA §

MACON COUNTY §

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred and No/100 ($100.00) Dollars and other valuable considerations to the undersigned GRANTOR in hand by the GRANTEE herein, the receipt whereof is hereby acknowledged, I, Robert H. Spiegel, a married man, (herein referred to as GRANTOR), do hereby GRANT, BARGAIN, SELL and CONVEY unto H. Frank Thomas, III (herein referred to as GRANTEE), his heirs and assigns, an undivided one-third interest in and to the following described real Estate, situated in the County of Macon and the State of Alabama, to-wit:

Commencing at the Southeast Corner of Section 32, Township 17 North, Range 21 East, in Macon County, Alabama, said point being the true point of beginning of the parcel of land herein described, thence S87°52'W, 2640.0 feet, thence S 2°08'E, 1278.5 feet to the center of Cubahatchee Creek, thence along the center of said Creek through the following courses: S40°38'W, 244.8 feet; N10°03'W, 401.2 feet, thence 61°18'W, 239.4 feet; N86°17'W, 385.8 feet; N13°19'E, 390.5 feet; N85°50'W, 275.7 feet; N33°11'W, 155.3 feet; S60°57'W, 103.0 feet; N32°00'W, 283.0 feet; S48°59'W, 152.4 feet; N84°03'W, 241.3 feet; N26°34'W, 145.3 feet; S75°04'W, 155.2 feet; N15°04'W, 134.6 feet; N73°09'W, 172.4 feet; N14°21'E, 221.9 feet; thence leaving said Creek, N64°42'E, 6925.0 feet; to the center of the Shorter Station Road, thence S36°02'E, along the center of said Road 1765.1 feet to the Northerly right of way line of the connector from Interstate Highway No. I-85 to the Shorter Station Road, thence S54°15'W, along said right of way line, 100.0 feet, thence along the Southwesterly right of way line of said connector, being a curve, concave Northeasterly and having a chord of S35°45'E, 249.2 feet; thence leaving said right of way line, S51°58'W, 210.0 feet; thence S38°02'E, 351.1 feet to the Northwesterly right of way line of Interstate Highway No. I-85; thence along said right of way line through the following courses: S41°29'W, 221.6 feet; thence leaving said last mentioned right of way line, S87°52'W, 2301.7 feet to the true point of beginning; containing 284.581 acres. Said parcel of land lying partly in Section 5, Township 16 North, Range 21 East, and partly in Sections 32 and 33, Township 17 North, Range 21 East, Macon County, Alabama.

LESS AND EXCEPT THEREFROM the following described property heretofore conveyed by the grantor to Henry W. Copeland by deed recorded in the Probate Office of Macon County, Alabama, in Deed Book 102, at Page 208.

Commence at the Southwest corner of Section 33, Township 17N, Range 21E, running thence North 87°52'E along the South section line of said section 1,261.7 feet to a point, said point being the true point of beginning of the parcel of land herein described, from said point of beginning run N40°44'E, 1,982.6 feet to a point in the center of a public road known as the Shorter Station Road, run thence S36°02'E, 178.1 feet along the center line said road to a point; thence leaving said road run S54°15'W, 100.0 feet to a concrete right of way monument; run thence S35°45'E, 249.2 feet to a point; run thence S51°58'W, 210.0 feet to a point; run thence S38°02'E, 351.1 feet to a point on the Northwestern right of way of Interstate Highway I-85; run thence S41°29'W, along said right of way 221.6 feet to a concrete right of way monument; run thence S28°04'W, 324.7 feet along said right of way to a concrete right of way monument; run thence S41°05'W, along said right of way, 266.1 feet to a point, being the point of intersection of the northwesterly boundary of said right of way and the South boundary of said Section 33; run thence S87°52'W, 1,040.0 feet along the southern line of said Section 33 to a point being the true point of beginning hereinabove mentioned and said parcel containing a total of 23.065 acres.

This conveyance is subject to all easements, restrictions and rights of way of record affecting the above-described property.

The above-described property is not the homestead of **GRANTOR** or his spouse.

The mailing address of the **GRANTEE** is 2010 Myrtlewood Drive, Montgomery, AL 36111.

TO HAVE AND TO HOLD, the aforegranted premises to said **GRANTEE**, his heirs and assigns, **FOREVER**.

And **GRANTOR** does covenant with the said **GRANTEE**, his heirs and assigns, that he is lawfully seized in fee simple of an undivided one-third interest in the aforementioned premises; that they are free from all encumbrances, except as hereinabove provided; that he has a good right to sell and convey the same to the said **GRANTEE**, his heirs and assigns, and that **GRANTOR** will **WARRANT AND DEFEND** the premises to the said **GRANTEE**, his heirs and assigns forever, against the lawful claims and demands of all persons except as hereinabove provided.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 25 day of September, 2001.

_______________ (L.S.)
Robert H. Spiegel

STATE OF ~~MISSISSIPPI~~ Tennessee §

COUNTY OF Shelby §

I, the undersigned authority, a Notary Public in and for said County in said Stat, hereby certify that **Robert H. Spiegel** whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 25th day of September, 2001.

(SEAL)

NOTARY PUBLIC

MY COMMISSION EXPIRES JUNE 13, 2004

My Commission Expires: _______________

PREPARED BY:
GREGORY A. CARR, SR.
P.O. BOX 4807
MONTGOMERY, AL 36103-4807

DEED 206 50
Recorded In Above Book and Page
10/10/2001 03:30:37 PM
Alfonza Menefee
Judge of Probate
Macon County

A. SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. [X] FHA 2. [ ] FmHA 3. [ ] Conv. Unins. 4. [ ] VA 5. [ ] Conv. Ins.

6. File Number: 6749.SHIEGEL

7. Loan Number:

8. Mortgage Ins Case Number:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown for informational purposes and are not included in the totals.

D. Name and Address of Borrower
THOMAS III, H. FRANK
2010 MYRTLEWOOD DRIVE
MONTGOMERY, AL 36111

E. Name and Address of Seller
ROBERT H. SPIEGEL
TIN:

F. Name and Address of Lender
ALIANT BANK
P.O. BOX 135
MONTGOMERY, AL 36101-0135

G. Property Location
ONE-THIRD INTEREST IN APPRX. 261.51 ACRES, MORE OR LESS, SECTIONS 5, 32 AND 33
MACON COUNTY, AL

H. Settlement Agent
GREGORY A. CARR, SR.

Place of Settlement
915 SOUTH HULL STREET
MONTGOMERY, AL 36104

I. Settlement Date
09/25/2001

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		**400. Gross Amount Due To Seller**	
101. Contract sales price	126,396.50	401. Contract sales price	126,396.50
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	5,055.86	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	131,452.36	**420. Gross Amount Due To Seller**	126,396.50
200. Amounts Paid By Or In Behalf Of Borrower		**500. Reductions In Amount Due Seller**	
201. Deposit or earnest money	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	4,055.86
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage to	
205.		505. Payoff of second mortgage to	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213. ONE-THIRD 2001 AD VALOREM TAXES	151.16	513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	1,151.16	**520. Total Reduction Amount Due Seller**	4,055.86
300. Cash at Settlement From/To Borrower		**600. Cash at Settlement To/From Seller**	
301. Gross amount due from borrower (line 120)	131,452.36	601. Gross amount due to seller (line 420)	126,396.50
302. Less amounts paid by/for borrower (line 220)	(1,151.16)	602. Less reductions in amt. due seller (line 520)	(4,055.86)
303. Cash [X] From [ ] To Borrower	130,301.20	603. Cash [X] To [ ] From Seller	122,340.64

SUBSTITUTE FORM 1099 STATEMENT: The information contained in Blocks E, G, H, and I and on lines 401 through 407 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. A 1099-S is not required to be filed if you mark this box [ ] to provide written assurance that this property is your principal residence and that the full gain on this sale is excluded from gross income under IRS Code Section 121.

Seller

ROBERT H. SPIEGEL 09/25/2001
Date

HUD-1 (3-86)
RESPA, HB 4305.2

MC 00163

Settlement Statement Page 2

L. SETTLEMENT CHARGES	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price $ 126,398.60 @ 4.00 % =		
Division of Commission (line 700) as follows:		
701. $ [illegible] to JOHN HALL AND COMPANY PAID BY SELLER		
702. $ 5055.88 to JOHN HALL AND COMPANY PAID BY PUR.		
703. Commission paid at Settlement to $5,055.88 LESS $1,000.00 EARNEST	5,055.88	
704. MONEY APPLIED TO COMMISSION		4,055.88
800. Items Payable in Connection With Loan		
801. Loan Origination fee 0.0000 % to ALIANT BANK		
802. Loan Discount 0.0000 % to ALIANT BANK		
803. Appraisal Fee to ALIANT BANK		
804. Credit Report to ALIANT BANK		
805. ALIANT BANK		
806.		
807.		
808.		
809.		
810.		
811.		
900. Items Required By Lender To Be Paid in Advance		
901. Interest from 09/25/2001 to 09/30/2001 @ $ 0.000000/day		
902. Mortgage Insurance Premium for 0 months to		
903. Hazard Insurance Premium for 0		
904.		
905.		
1000. Reserves Deposited With Lender		
1001. Hazard insurance 0.0000 months @ $ 0.00 per month		
1002. Mortgage insurance 0 months @ $ 0.00 per month		
1003. City property taxes 0 months @ $ 0.00 per month		
1004. County property taxes 0 months @ $ 0.00 per month		
1005. Annual assessments 0 months @ $ 0.00 per month		
1006.		
1007.		
1008.		
1100. Title Charges		
1101. Settlement or closing fee to GREGORY A. CARR, SR.		
1102. Abstract or title search to GREGORY A. CARR, SR.		
1103. Title examination to GREGORY A. CARR, SR.		
1104. Title insurance binder to MISSISSIPPI VALLEY TITLE & GRE		
1105. Document preparation to GREGORY A. CARR, SR.		
1106. Notary fees to GREGORY A. CARR, SR.		
1107. Attorney's fees to GREGORY A. CARR, SR.		
(includes above items numbers:)		
1108. Title insurance to MISSISSIPPI VALLEY TITLE & GREG CARR		
(includes above items numbers:)		
1109. Lender's coverage $ 0.00		
1110. Owner's coverage $ 0.00		
1111.		
1112.		
1113.		
1200. Government Recording and Transfer Charges		
1201. Recording fees: Deed $ 0.00 ; Mortgage $ 0.00 ; Release $ 0.00		
1202. City/county tax/stamps: Deed $ 0.00 ; Mortgage $ 0.00		
1203. State tax/stamps: Deed $ 0.00 ; Mortgage $ 0.00		
1204. Grantor's Tax		
1205.		
1300. Additional Settlement Charges		
1301. Survey to		
1302. Pest Inspection to		
1303.		
1304.		
1305.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	5,055.88	4,055.88

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower 09/26/2001
H. FRANK THOMAS III Date

Seller 09/25/2001
ROBERT H. SPIEGEL Date

The HUD-1 Settlement Statement which I have prepared is a true and correct account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT 09/26/2001
GREGORY A. CARR, SR. Date

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 AND SECTION 1010.

John Hall & Company

REAL ESTATE PURCHASE/SALES CONTRACT

STATE OF ALABAMA, Macon COUNTY

1. This agreement, made and entered into on the day herein expressed by and between:
Frank Thomas (Purchaser/s)
Mr. Hugh Speigel (Seller/s)

2. Seller/s agree to sell and convey to Purchaser/s and Purchaser/s agree to purchase from Seller/s, upon the following terms and conditions, the following described real property in its AS IS condition without any warranties, expressed or implied, and subject to any and all existing covenants, restrictions, casements of records, zoning ordinances, leases, and/or liens or encumbrances incurred in this transaction: Macon County, Alabama, to wit: (Legal/Address) +/- 88 acres located in Section 32, 33 Township 17North, Range 21 East AS SHOWN ON EXHIBIT : "A"

3. PURCHASE/SALES PRICE .... $ 127,600.00

4. EARNEST MONEY .... $ 1,000.00
Earnest money, receipt of which is hereby acknowledged: CHECK (x) CASH ( )
In the event this sale fails to close through no fault of the Purchaser/s, all earnest money shall be refunded in accordance with Alabama real estate license law. Earnest money to be held by listing broker at no interest to Purchaser/s and to be applied at closing.
APPROXIMATE BALANCE OF DOWN PAYMENT DUE AT CLOSING (EXCLUDING CLOSING COSTS). .... $ 126,600.00

5. CLOSING AND POSSESSION:
The sale shall be closed on or about September 21 2001 except as stipulated in paragraph 10 (Coveyance) with possession to be given at same.

6. REAL ESTATE CONSUMER'S AGENCY AND DISCLOSURE ACT (RECAD)/AGENCY:
The Listing Company is: John Hall & Co The Selling Company is: John Hall & Company
The LISTING COMPANY is: (Two blocks may be checked)
X An Agent of the Seller, ____ An Agent of the Buyer, ____ An Agent of both Buyer and Seller and is acting as a Limited Consensual Dual Agent.

The SELLING COMPANY is (Two blocks may be checked)
X An Agent of the Seller, ____ An Agent of the Buyer, ____ An Agent of both the Buyer and the Seller and is acting as a Limited Consensual Dual Agent.

7. DISCLAIMERS BY REAL ESTATE LICENSEE:
Seller/s and Purchaser/s acknowledge that they have not relied upon any advice or representations of any real estate licensees involved in this sale relative, but not limited to, (i) the legal or tax consequences of this contract and the sale, purchase, or ownership of the property, (ii) the structural condition of the property including the condition of the roof, foundation, and basement, (iii) construction materials, (iv) the nature and operating condition of the electrical, gas, heating, air conditioning, plumbing and water heating systems, and appliances, (v) the age and square footage of the improvement, and the size of the area of the property, (vi) the availability and condition of utilities, sewer service and septic systems(s), (vii) the character of the neighborhood, (viii) the investment or resale value of the property (ix) flood zone, (x) school zone, (xi) any other matter affecting their willingness to sell or purchase the property on the terms and price herein set forth. Seller/s and Purchaser/s acknowledge that if such matters are of concern to them in the decision to sell or purchase the property, they have sought and obtained independent advice relative thereto.

8. DISCLAIMERS BY SELLER/s:
Neither the Seller/s nor any real estate licensee make any representation or warranties regarding the condition of the property except to the extent expressly and specifically set forth herein. Unless otherwise stated herein, said property is sold in AS IS condition without any warranties express or implied. Purchaser/s have the obligation to determine, whether personally or through, or with, a representative of Purchaser/s choosing, any and all conditions of the property material to Purchaser/s' decision to buy the property, including without limitation, the condition of the heating, cooling, plumbing, electrical and gas systems, and any built-in appliances, the roof and basement including leaks therein; the age, size, square footage, or area of the property; construction materials including floors; structural condition; flood zone, utility and sewer or septic tank availability and condition; and any matters affecting the character of the neighborhood.

9. PRORATION:
All taxes and rents shall be prorated as of the date of closing, with Purchaser/s to pay the closing costs for the date of closing. The tax proration herein called for shall be based upon information obtained from the Tax Assessor or Tax Collector's office. Any changes in such assessment after closing shall be adjusted accordingly between Purchaser/s and Seller/s.

Purchasers initials [signature] Sellers initials——

MC 00165

10. CONVEYANCE:
Seller/s shall furnish to closing attorney/settlement agent an abstract of title and warranty deed commencing from and extending to a date accepted by local practice or either a title opinion or title binder accepted by local practice, disclosing a good and merchantable fee simple title, subject to taxes for the current year, easements, covenants, restrictions and matters of record which under local practice do not interfere with Purchaser/s use of the property, except as otherwise stated in this agreement. If the abstract, title opinion or title binder fails to show a good and merchantable fee simple title, Seller/s shall have a reasonable time (not to exceed thirty (30) days) after receipt of written notice of defects from the Purchaser/s to cure such defect and make said title merchantable. If Seller/s are unable to provide a good and merchantable fee simple title within thirty (30) days, any earnest money paid shall be refunded to Purchaser/s or Purchaser/s may waive such defect and elect to purchase said property.

11. RISK OF LOSS:
Seller/s agree to keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed delivered. If the property is destroyed or material damaged between the date hereof and the closing and Seller/s are unable or unwilling to restore it to its previous condition prior to closing, Purchaser/s shall have the option of canceling this contract and the earnest money shall be refunded, or accepting the property in its then condition. If Purchaser/s elect to accept the property in its damaged condition, any insurance proceeds otherwise payable to Seller/s by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser/s.

12. EARNEST MONEY/TRUST ACCOUNT:
The Seller/s and Purchaser/s hereby authorize the listing agency to hold the earnest money in trust pending the fulfillment of this contract with the understanding that (a) it is not a party to this contract and does not assume any liability for performance or non-performance of any parties (b) it has the right to require from all parties a written release of liability of the listing agency (and the selling agency, if applicable) which authorizes the release of the earnest money (c) it is not liable for interest or other charges on the funds held, and (d) in the event a dispute arises between the parties to this agreement as to which shall be entitled to said earnest money, the listing agency shall be authorized to interplead said earnest money into the proper court, and in so doing, the listing agency shall be entitled to deduct a reasonable attorney's fee from the sums so interpleaded.

13. A. DEFAULT/LEGAL REMEDIES:
If Seller/s default by wrongfully refusing to sell, or otherwise breaching this agreement, and the property does not close, Seller/s agreed (i) to pay said full brokerage fee due broker/s had the sale been consummated and (ii) Purchaser/s may either pursue all remedies available to Purchaser/s at law or in equity including but not limited to Specific Performance or in the event of a breach, Purchaser/s may waive such breach and elect to purchase said property. If Purchaser/s default by wrongfully refusing to purchase, or by breaching this agreement, and the property does not close, Purchaser/s agree (i) to pay said full brokerage fee due broker/s had sale been consummated and (ii) Seller/s may pursue all remedies available to Seller/s at law and equity including but not limited to Specific Performance and may elect that the earnest money be forfeited by Purchaser/s as liquidated damages which shall be equally divided between (1) Seller/s and (2) listing broker (the sum to listing broker not to exceed the full commission). Should Purchaser/s default and if Specific Performance is enforced, Seller/s shall pay said full brokerage fee due broker/s had sale been consummated. In the event of default by either Seller/s or Purchaser/s, all reasonable attorney fees and court costs may be recoverable against the defaulting party.

13. CONTROVERSIES, CLAIMS, COMPLAINTS, OR DISPUTES ARISING IF PROPERTY IS CLOSED, AND DEED HAS BEEN DELIVERED TO PURCHASER/S / BINDING ARBITRATION AGREEMENT:
The parties agree that the property sold has been involved in, and necessarily involves, interstate commerce, and that any controversy, claim, complaint, or dispute arising between the parties, or between either of the parties and any real estate licensees, if the property has been closed, and the deed has been delivered to Purchaser/s, is to be settled exclusively by binding arbitration. Purchaser/s and Seller/s specifically waive any rights they have to commence an action other than arbitration against each other or any real estate licensees. Any controversies, claims, complaints, or disputes arising if the property has been closed, and the deed has been delivered to Purchaser/s, evolving out of or relating to this contract or breach thereof, shall be settled under the Commercial Arbitration Rules then in force of the American Arbitration Association, and all parties agree to be bound by the decision of the Arbitrator shall be a final and binding resolution, which may be entered as a judgment by a court of competent jurisdiction; and may then be enforced by use of legal remedies. Furthermore, in all events, no parties shall be liable for any indirect, special, consequential, or punitive damages or loss of anticipated profits.

14. REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA) / CONTROLLED BUSINESS ARRANGEMENT DISCLOSURE:
The real estate company (s) involved in this transaction is/are full service real estate company (s). In an effort to offer complete service to the public, Seller/s and Purchaser/s acknowledge and understand that the Broker potentially receives enumeration, referral fees and commissions from other affiliations in real estate related fields including, but not limited to, property management and consulting. All parties to this contract are advised to seek other services or compare cost of services in these related fields and do business with whomever or wherever is most desirable.

15. ORAL STATEMENTS NOT BINDING:
NO ORAL STATEMENT, REPRESENTATION, PROMISE OR INDUCEMENT SHALL HAVE ANY VALIDITY NOR SHALL BE A PART OF THIS AGREEMENT. All covenants, promises and understanding written herein survive the closing. All rights, privileges, obligations and duties hereby granted or assumed shall inure to the benefit of and shall be binding upon successors, assigns, heirs, administrators and executors of the parties hereto.

Purchasers initials [initials] Sellers initials---------

16. SELECTION OF ATTORNEY:
The parties hereto acknowledge and agree that they may be required to execute an affidavit at closing acknowledging their recognition and acceptance of the fact that the closing attorney may not represent their interests. Each of the parties further acknowledges that they have the right to be represented at all times in connection with this contract and the closing by any attorney of their own choosing, at their own expense.

17. ENTIRE AGREEMENT AND HEADINGS:
This contract states the entire agreement between the parties and merges in this agreement all statements, representations and covenants heretofore made, and any other agreements not incorporated herein are void and of no force and effect. Headings contained herein are for information and descriptive purposes and are not to be utilized in interpretation of this agreement.

18. SEVERABILITY OF TERMS:
If any provision of this agreement is deemed to be unlawful or is rendered inoperative by operation of law, then such provision shall be severed and the remaining provisions shall be enforced unless such severance shall render the agreement meaningless or shall work a manifest injustice on either party.

19. ADDITIONAL PROVISIONS:

- Seller and Purchaser are both recognizing that this 88 acres is an undivided 1/3 interest of a +/- 264 acre parcel.
- Purchaser to select attorney.
- Purchaser to pay for all closing attorney costs ~~with exception to previously mentioned boundary survey.~~
- No timber, gates, fences to be removed from property prior to closing.
- All hunting, timber, and mineral rights to be transferred at closing.
- Purchaser to have access to property prior to closing but in a manner that would not alter property

Purchaser/s initials_____ Seller/s initials_____

MC 00167

20. TIME IS OF THE ESSENCE:
All parties agree that time is of the essence in regard to all provisions in this contract.

21. I/WE HAVE READ AND UNDERSTAND THE CONDITIONS ON ALL _____ PAGES OF THIS CONTRACT AND AGREE THAT SAME ARE INCORPORATED HEREIN AND FORM A PART OF THIS CONTRACT.

22. AGENTS COMMISSION: 8 % payable by Seller to John Hall & Co. **Seller to pay 4%, Purchaser to pay 4%**

23. THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

WITNESS our hands this the 3 day of July, ~~2000~~ 2001

_______________ Witness
_______________ Purchaser
Date: _______________

_______________ Witness
_______________ Purchaser
Date: _______________

_______________ Witness
_______________ Seller
Date: _______________

_______________ Witness
_______________ Seller
Date: _______________

DATE OF ACCEPTANCE BY ALL PARTIES _______________

PURCHASER/S CURRENT ADDRESS AND PHONE #:

____
Street Address (If apartment, include apartment #) City State Zip Phone (Include Area Code)

Purchaser/s initials ____ Seller/s initials ____

MC 00168

EXHIBIT 12

MORT 521 557
Recorded In Above Book and Page
07/23/2004 02:26:02 PM
Alfonza Menefee
Judge of Probate
Macon County

Mortgage Tax 900.00
Recording Fee 26.50
TOTAL 926.50

(Space Above This Line for Recording Data)

COMMERCIAL REAL ESTATE MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS

NAME(S) / ADDRESS(ES) OF MORTGAGOR(S) ("Mortgagor")	NAME / ADDRESS OF LENDER ("Lender")
HENRY F THOMAS 2331 FERNWAY DR MONTGOMERY AL, 36111	COLONIAL BANK, N.A. 671 S PERRY ST MONTGOMERY, AL 36104

DATE OF MORTGAGE: Jul. 20, 2004

MAXIMUM PRINCIPAL AMOUNT: Six Hundred Thousand And 00/100 Dollars $600,000.00

PROPERTY DESCRIPTION (Include legal description, street address and sidwell/tax item number):

1st REM ON 261 ACRES LOCATED ON THE CORNER OF HALLABAMA DR AND MAIN ST SHORTER, ALABAMA, more particularly described in the attached Exhibit "A".

Henry F. Thomas and H. Frank Thomas, III are one and same person.

This mortgage is made on this date between the parties listed above. The Mortgagor in consideration of the maximum principal amount shown above and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages and warrants to the Lender, its successors and assigns, forever, the land and property described above, together with the privileges, improvements, rents and profits, easements, hereditaments, appurtenances, equipment, and other personal goods of whatsoever description which may now or hereafter be located, situated or affixed on and used in connection therewith (hereinafter called the Property). Mortgagor covenants that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant, convey and assign the Property (and, if this mortgage is on a leasehold, that the ground lease is in full force and effect without modification except as noted above and without default on the part of either lessor or lessee thereunder), that the Property is unencumbered, and that Mortgagor will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

SIGNATURE(S)

By signing this Mortgage, each Mortgagor acknowledges that all provisions have been read and understood, including those on pages two, three, and four. Signed and sealed by Mortgagor:

x [signature] (Seal) 7/20/04 Date   x ____________ (Seal) Date

x ____________ (Seal) Date   x ____________ (Seal) Date

WITNESSED BY

x ____________   x ____________

x ____________   x ____________

WHEN RECORDED RETURN TO:	DRAFTED BY / ADDRESS
COLONIAL BANK 671 SOUTH PERRY STREET MONTGOMERY, AL 36104-	ANGELA GAMBLE 671 S PERRY ST MONTGOMERY, AL 36104

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ITEM 311AL1 (9706) (7270) Page 1 of 4

Compliance Systems, Inc.
To Order: Call 800-968-8522 FAX 616-956-1868

The Mortgagor Covenants and Agrees With the Lender as Follows:

1. This mortgage secures the maximum principal amount shown on page one as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Mortgagor to Lender howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this mortgage, any promissory note or of any other mortgage, assignment of leases or rents, security agreement, loan agreement, or any other agreement of whatsoever nature, whether written or oral, now existing or hereafter arising between the Mortgagor and the Lender (hereinafter all referred to as the indebtedness).

2. The Mortgagor promises to pay the indebtedness in accordance with the terms thereof and to perform all of the terms and conditions from which the indebtedness may arise.

3. Lender may apply all payments received from the Mortgagor in any order Lender deems appropriate.

4. The Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition, and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired. Mortgagor certifies that as to any real estate which has been, is now, or will be in the future owned or occupied by Mortgagor, that such real estate has not in the past, nor will now or in the future be allowed in any manner to be exposed to or contain hazardous or environmentally harmful substances as may be defined or regulated by any state or federal law or regulation which impacts, in any way, such substances, except to the extent the existence of such substances has been presently disclosed in writing to Lender, and Mortgagor will immediately notify Lender in writing of any assertion made by any party to the contrary. Mortgagor indemnifies and holds Lender and Lender's directors, officers, employees, and agents harmless from any liability or expense of whatsoever nature, including reasonable attorney fees, incurred directly or indirectly as a result of Mortgagor's involvement with hazardous or environmentally harmful substances as may be defined or regulated as such under any state or federal law or regulation. The Mortgagor certifies that the Property is and will be used and maintained in a manner that complies with all aspects of the Federal Americans with Disabilities Act. The Lender shall have the right and access to inspect the Property at all reasonable times and if the Property, or any part thereof, shall require inspection, repair, or maintenance which the Mortgagor has failed to provide, the Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the indebtedness and paid on the Lender's demand by the Mortgagor.

5. The Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, and governmental charges at any time levied or assessed against the Mortgagor or the Property, and the Mortgagor will not do or permit to be done any act of whatsoever nature which would impair the lien of this mortgage; provided, however, that the Mortgagor shall not be required to pay any tax, assessment, or governmental charge so long as the Mortgagor in good faith disputes the validity thereof and provides for payment in a manner satisfactory to Lender in the event the Mortgagor fails in the dispute.

6. The Mortgagor promises to keep the Property insured against such risks, in such form and with such carriers as may within the sole discretion of the Lender be acceptable, causing the Lender to be named as loss payee or alternatively if requested by Lender, Mortgagee, in such form and manner as prescribed by the Lender. The Mortgagor hereby directs each and every insurer of the Property to make payment of loss to the Lender with the proceeds to be applied, only at the Lender's option, to the repair and replacement of the damage or loss or to be applied to the indebtedness with the surplus, if any, to be paid by the Lender to the Mortgagor.

7. The Mortgagor hereby assigns to the Lender all judgments, decrees, and awards for injury, damage, or condemnation of or to the Property and authorizes the Lender, at its sole option, to apply the proceeds thereof to the payment of the indebtedness in such manner as the Lender may elect.

8. The Mortgagor promises to abstain from the commission of any waste on the Property and to comply with all present and future statutes, regulations, and rules of any governmental authority governing the Property or in any way concerning the use and occupancy thereof.

9. The Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business, nor to sell, further encumber, or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of the Lender.

10. At any time, upon a request of the Lender, the Mortgagor will execute and deliver to the Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as the Lender may require, in the Lender's sole discretion, to effectuate, complete, and to perfect as well as to continue to preserve the indebtedness, or the lien or security interest created by this mortgage. In the event the Mortgagor shall fail or refuse to execute and deliver any such document to the Lender, the Mortgagor hereby irrevocably constitutes and appoints the Lender, or any of its officers or employees, as the Mortgagor's true and lawful attorney-in-fact to do so, and the expenses thereof shall be added to the indebtedness and paid by the Mortgagor upon demand by the Lender. This power of attorney shall not be affected by the disability of Mortgagor.

11. The Mortgagor agrees to supply the Lender such financial and other information concerning its affairs and the status of any of its assets as the Lender, from time to time, may reasonably request. The Mortgagor further agrees to permit the Lender, its employees and agents, to have access to the Property for the purpose of inspecting it, together with all of the Mortgagor's other physical assets, if any, and to permit the Lender, from time to time, to verify accounts as well as to inspect, copy and to examine the books, records and files of the Mortgagor.

12. At Lender's request, Mortgagor will supply Lender with an acknowledged estoppel certificate which shall reflect the indebtedness and any and all rights of setoff, counterclaims or defenses which exist against the indebtedness.

13. Mortgagor will comply with the provisions of any Construction Loan Agreement, which if one exists, is incorporated by reference and shall become a part of this Mortgage.

Any advances or disbursements made by Lender under such Construction Loan Agreement shall become a part of the indebtedness hereunder and shall bear interest at the rate stated in the Note from the date of advance or disbursement, provided such calculation of interest shall not be in conflict with applicable law, in which case, Lender shall calculate interest at the highest allowable rate.

Any default under the terms of the Construction Loan Agreement will constitute a default under the provisions of this Mortgage and Lender shall be entitled to the rights and remedies as herein provided, and/or as may be provided by law.

14. Mortgagor agrees to comply with the provisions of any ground lease related to the Property and will give Lender notice of any default on the part of the Lessor. If an option to renew or extend the ground lease occurs during the duration of this indebtedness, Mortgagor agrees to exercise such option and to submit evidence of same to Lender. Mortgagor hereby assigns its rights in any such ground lease to Lender; however, Lender shall not be liable or responsible for any of the covenants or promises stated therein.

Mortgagor promises not to alter or amend any such ground lease nor to cancel, terminate or surrender its interest in such ground lease without first obtaining the written consent of the Lender.

15. As additional security for the indebtedness and the performance of all of the Mortgagor's covenants hereunder, the Mortgagor:

(a) hereby grants to the Lender a security interest in any personal property or fixtures which may now or hereafter constitute any part of the Property, in all personal property in possession of the Lender but belonging to the Mortgagor, and in any balance of deposit account with the Lender which may be applied by the Lender upon the indebtedness in the event of default hereunder; and

(b) hereby (pursuant to any statute now or hereafter existing and applicable) sells, assigns, transfers and sets over to the Lender all of the rents, profits, and income under any lease or leases of the Property, including any extensions, amendments, or renewals thereof, whether due or to become due, including all such leases in existence or coming into existence during the period this mortgage is in effect. This assignment of rents shall run with the land and be good and valid as against the Mortgagor or those claiming by, under, or through the Mortgagor, from the date of the recording of this instrument. This assignment shall continue to be operative during the period of any foreclosure or other action to enforce this mortgage, during any receivership created hereunder, and during the period of redemption, including the period of deficiency in the repayment of the indebtedness. The Mortgagor acknowledges that this assignment is given as collateral security only and shall not be construed as obligating the Lender to perform any of the covenants or undertakings required to be performed by the Mortgagor contained in any such assigned leases. In the event of surrender or the taking of possession of the Property by the Lender upon the Mortgagor's default, the Lender may thereafter collect the rents and income therefrom, rent or lease the Property or any portion thereof upon such terms as the Lender may deem, in its sole discretion, advisable, and apply all proceeds derived therefrom to (i) preservation of the Property; (ii) payment of taxes; (iii) payment of insurance premiums; (iv) payment of interest or principal due on the indebtedness.

16. The following shall constitute default of this mortgage and any note or other agreement it secures:

(a) the failure to pay either the interest or principal upon the indebtedness when due;

(b) the failure to perform or keep any of the covenants of this mortgage or any agreement, oral or written, out

By Initialing, I acknowledge this is page 2 of 4 of the Commercial Real Estate Mortgage and Assignment of Leases and Rents.

Initials Initials Initials Initials

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MC 00170

Compliance Systems, Inc.
To Order Call 800-968-8522 FAX 616-956-1868

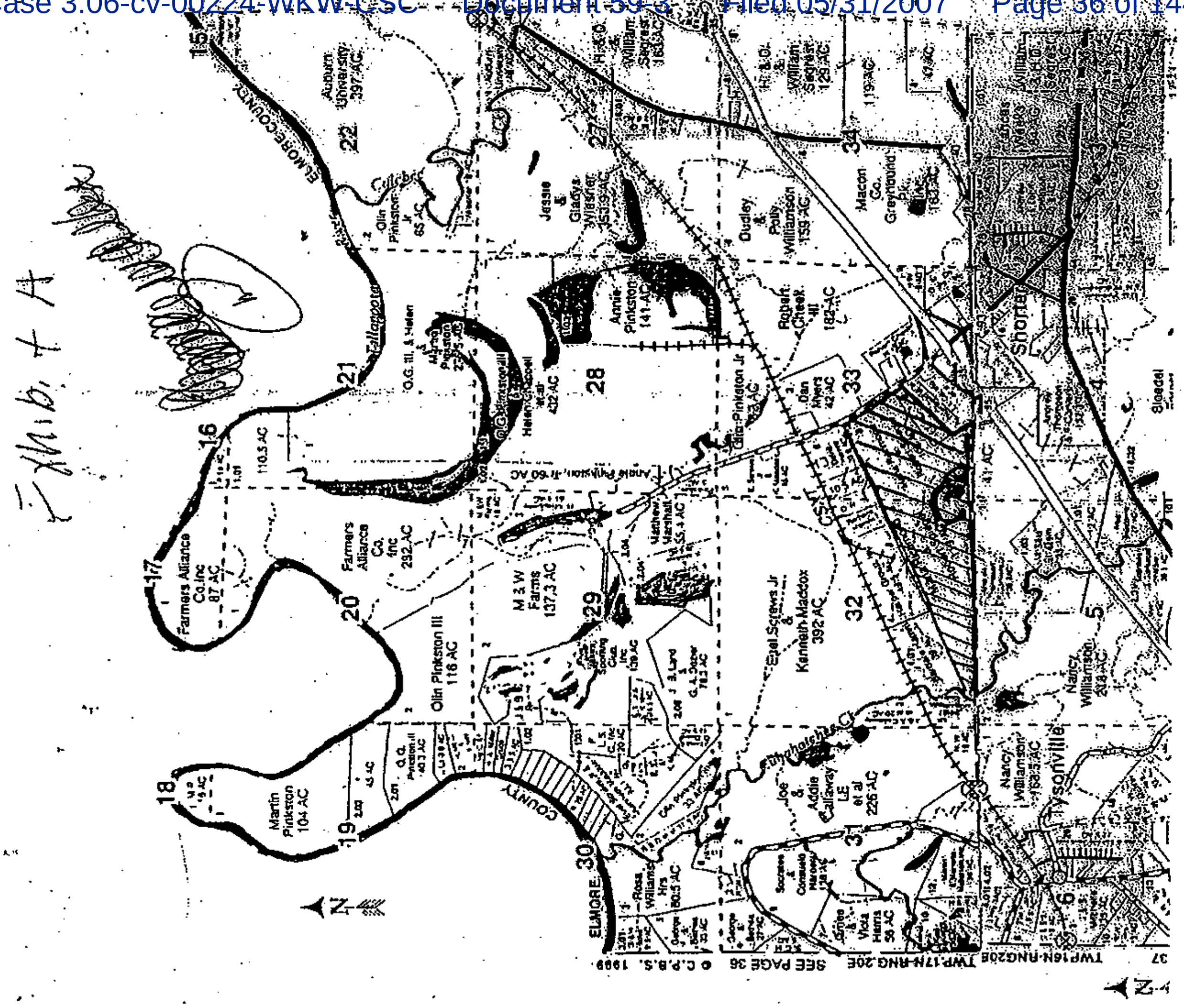
Exhibit A
ELMORE COUNTY
Auburn University 397 AC
Tallapoosa
Farmers Alliance Co. Inc 87 AC
Farmers Alliance Co. Inc 232 AC
Olin Pinkston III 116 AC
Martin Pinkston 104 AC
M & W Farms 137.3 AC
Annie Pinkston 141 AC
Epel Screws Jr & Kenneth Maddox 392 AC
Robert Cheek III 182 AC
Dudley & Polly Williamson 159 AC
Macon Co. Greyhound Pk. Inc. 183 AC
Nancy Williamson 208 AC
Nancy Williamson 193.5 AC
Joe & Addie Callaway LE et al 226 AC
Shorter
Tysonville
Uphapee Cr.
SEE PAGE 36
TWP.17N-RNG.20E
TWP.16N-RNG.20E
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MC 00171

of which the Indebtedness arises or which governs any of the terms of the Indebtedness;

(c) the insolvency of the Mortgagor;

(d) the filing by or against the Mortgagor of any insolvency, bankruptcy or receivership proceeding;

(e) the institution of any assignment by the Mortgagor for the benefit of the Mortgagor's creditors;

(f) the insolvency or death of any guarantor of this Indebtedness;

(g) the death of the Mortgagor, if a natural person, or of any partner or member if the Mortgagor is a partnership or limited liability company;

(h) the dissolution, merger and consolidation or transfer of a substantial part of the ownership of the Mortgagor or any guarantor of the Indebtedness if the Mortgagor or such guarantor is a corporation or limited liability company;

(i) the non-payment of any taxes or insurance when due, which shall constitute waste and entitle the Lender to the appointment of a receiver under applicable law;

(j) the sale or transfer by Mortgagor of any interest in the Property, whether by deed, land contract, contract of sale, or the like;

(k) the Lender deems itself insecure for any reason whatsoever.

17. In the event of default, the Lender may, without demand or notice, pay any taxes, assessments, premiums or liens required to be paid by the Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of said premises to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering said premises, including surveys. The sums paid for any such purposes shall be added to the Indebtedness and shall bear interest at the rate of interest otherwise accruing on the Indebtedness secured hereby until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of the Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness shall remain in the Lender's possession until the Indebtedness is paid in full.

18. In the event of default, the Lender may, without notice, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to sell or to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorney fees, rendering any surplus monies to the party or parties entitled to the excess. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of the Lender, be made en masse. The commencement of proceedings to foreclose this mortgage in any manner authorized by law shall be deemed an exercise of the above option. In the event of default or the commission of waste, the Lender shall forthwith be entitled to the appointment of a receiver of the Property and of the earnings, income, issue, and profits hereof, with such powers as the court making such appointments shall confer. The Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A MORTGAGE BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT THE LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF RENTS AND LEASES, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

19. Lender shall have the exclusive right to determine the order in which the Property securing this Mortgage shall be sold and the proceeds applied to the Indebtedness in the event Lender exercises the remedies provided it in this Mortgage.

20. The Mortgagor expressly acknowledges that it is the intent of both itself and the Lender to have a default of any of the provisions of this mortgage constitute a default of any other agreement which may now exist or hereafter arise between them and that, likewise, a breach of any such agreement shall constitute a breach and default of this mortgage. It is the expressed intent of the Mortgagor to cross collateralize all of its Indebtedness and obligations to the Lender howsoever arising and whensoever incurred.

21. Mortgagor warrants that no provision, warranty or promise made by the Mortgagor in any document related to this transaction causes any conflict whatsoever with the terms of any document related to any other transaction Mortgagor may be involved with, with any other person or entity.

22. It is further agreed that:

(a) no forbearance on the part of the Lender and no extension of the time payment of any of the Indebtedness given by the Lender shall operate to release, discharge, modify, or change or affect the original liability of the Mortgagor herein or of its continued performance of the covenants herein contained or in the covenants and terms of any portion of the liabilities;

(b) any reference to the Lender herein shall also include the Lender's successors and assigns;

(c) the covenants and conditions hereof shall bind and the benefits and advantages hereof shall inure to the respective heirs, executors, administrators, assigns and successors of the parties hereto;

(d) the Mortgagor agrees to pay the Lender, in addition to payment of the Indebtedness, a pro rata portion of the taxes, assessments, mortgage guarantee insurance premiums so long as this mortgage is insured by a mortgage guarantee insurance policy, hazard insurance premiums next to become due, as estimated by the Lender so the Lender will have sufficient funds on hand to pay taxes, assessments and insurance premiums within thirty (30) days before the due date thereof, and to pay the Lender, immediately, any deficit thereof, the monies so held not to bear any interest and, upon default, to be applied by the Lender on account of the Indebtedness;

(e) all rights and remedies granted to the Lender hereunder shall be cumulative and not exclusive of one or the other or of any other remedy provided for by law or agreement, and may be exercised either successively or concurrently;

(f) if any provision of this mortgage shall be prohibited by state law, such prohibitions shall apply only to that provision and all other provisions of the mortgage shall remain in full force and effect;

(g) upon payment of all sums secured by this mortgage, the mortgage shall become null and void, and Lender shall release this mortgage. Mortgagor shall pay Lender's reasonable costs incurred in releasing this mortgage; and that

(h) Mortgager hereby waives all rights of exemption as to personal property and relinquishes all right of dower and curtesy in the Property.

ADDITIONAL PROVISIONS:

MORT 521 559
Recorded In Above Book and Page
07/23/2004 02:26:02 PM
Alfonza Menefee
Judge of Probate
Macon County

By initialing, I acknowledge this is page 3 of 4 of the Commercial Real Estate Mortgage and Assignment of Leases and Rents.

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MC 00172

Compliance Systems, Inc.

NOTARIZATION

INDIVIDUAL

STATE OF ALABAMA Montgomery County ss:

On this 20th day of July, 2004 I the undresigned a Notary Public in and for said county and in said state, hereby certify that Henry F. Thomas

whose name(s) is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily and as his act on the day the same bears date.

Given under my hand and seal of office this 20th day of July, 2004.

My Commission expires: 7/24/06

Notary Public

PARTNERSHIP

STATE OF ALABAMA County ss:

On this day of I a Notary Public in and for said county and in said state, hereby certify that

whose name(s) signed to the foregoing conveyance, and who known to me, acknowledged before me that, being informed of the contents of the conveyance, executed the same voluntarily and as partner(s) on behalf of a partnership, on the day the same bears date.

Given under my hand and seal of office this day of

My Commission expires:

Notary Public

CORPORATION

STATE OF ALABAMA County ss:

On this day of I , a Notary Public in and for said county and in said state, hereby certify that

whose name(s) signed to the foregoing conveyance, and who known to me, acknowledged before me that, being informed of the contents of the conveyance, executed the same voluntarily and as of a corporation, on behalf of the corporation on the day the same bears date.

Given under my hand and seal of office this day of

My Commission expires:

Notary Public

MORT 521 560
Recorded In Above Book and Page
07/23/2004 02:26:02 PM
Alfonza Menefee
Judge of Probate
Macon County

By initialing, I acknowledge this is page 4 of 4 of the Commercial Real Estate Mortgage and Assignment of Leases and Rents.

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ITEM 311AL14 (9709) (7270) Page 4 of 4
Compliance Systems, Inc.
To Order: Call 800-968-8522 FAX 616-956-1868

EXHIBIT "A"

Commencing at the Southeast Corner of Section 32, Township 17 North, Range 21 East, in Macon County, Alabama, said point being the true point of beginning of the parcel of land herein described; thence S87°52'W, 2640.0 feet; thence S 2°08'E, 1278.5 feet to the center of Cubahatchee Creek; thence along the center of said Creek through the following courses: S40°38'W, 244.8 feet; N10°03'W, 401.2 feet; thence 61°18'W, 239.4 feet; N86°17'W, 385.8 feet; N13°19'E, 390.5 feet; N85°50'W, 275.7 feet; N33°11'W, 155.3 feet; S60°57'W, 103.0 feet; N32°00'W, 283.0 feet; S48°59'W, 152.4 feet; N84°03'W, 241.3 feet; N26°34'W, 145.3 feet; S75°04'W, 155.2 feet; N15°04'W, 134.6 feet; N73°09'W, 172.4 feet; N14°21'E, 221.9 feet; thence leaving said Creek, N64°42'E, 6925.0 feet; to the center of the Shorter Station Road; thence S36°02'E, along the center of said Road 1765.1 feet to the Northerly right of way line of the connector from Interstate Highway No. I-85 to the Shorter Station Road; thence S54°15'W, along said right of way line; 100.0 feet; thence along the Southwesterly right of way line of said connector, being a curve, concave Northeasterly and having a chord of S35°45'E, 249.2 feet; thence leaving said right of way line, S51°58'W, 210.0 feet; thence S38°02'E, 351.1 feet to the Northwesterly right of way line of Interstate Highway No. I-85; thence along said right of way line through the following courses: S41°29'W, 221.6 feet; S28°04'W, 324.7 feet; S41°05" W, 266.1 feet; thence leaving said last mentioned right of way line, S87°52'W, 2301.7 feet to the true point of beginning; containing 284.581 acres. Said parcel of land lying partly in Section 5, Township 16 North, Range 21 East, and partly in Sections 32 and 33, Township 17 North, Range 21 East, Macon County, Alabama.

LESS AND EXCEPT THEREFROM any and all rights of way and easements for public roads and public utilities, and less the liability for any consequence resulting from the change in the location thereof.

LESS AND EXCEPT THEREFROM the following described property heretofore conveyed by the grantor to Henry W. Copeland by deed recorded in the Probate Office of Macon County, Alabama, in Deed Book 102, at Page 208.

Commence at the Southwest corner of Section 33, Township 17N, Range 21E, running thence North 87°52'E along the South section line of said section 1,261.7 feet to a point, said point being the true point of beginning of the parcel of land herein described, from said point of beginning run N40°44'E, 1,982.6 feet to a point in the center of a public road known as the Shorter Station Road, run thence S36°02'E, 178.1 feet along the center line of said road to a point; thence leaving said road run S54°15'W, 100.0 feet to a concrete right of way monument; run thence S35°45'E, 249.2 feet to a point; run thence S51°58'W, 210.0 feet to a point; run thence S38°02'E, 351.1 feet to a point on the Northwestern right of way of Interstate Highway I-85; run thence S41°29'W, along said right of way 221.6 feet to a concrete right of way monument; run thence S28°04'W, 324.7 feet along said right of way to a concrete right of way monument; run thence S41°05'W, along said right of way, 266.1 feet to a point, being the point of intersection of the northwesterly boundary of said right of way and the South boundary of said Section 33; run thence S87°52'W, 1,040.0 feet along the southern line of said Section 33 to a point being the true point of beginning hereinabove mentioned and said parcel containing a total of 23.065 acres.

MORT 521 561
Recorded In Above Book and Page
07/23/2004 02:56:02 PM
Alfonza Menefee
Judge of Probate
Macon County

MC 00174

NAME(S) AND ADDRESS(ES) OF BORROWER(S)
HENRY F THOMAS
2331 FERNWAY DR
MONTGOMERY AL, 36111

NAME AND ADDRESS OF LENDER
COLONIAL BANK, N.A.
COMMERCIAL LENDING
671 S PERRY ST
MONTGOMERY AL 36104

NOTE NUMBER	TRANSACTION DATE	MATURITY DATE	[illegible]	ACCOUNT #	RENEWAL OF
00000001	Jul. 20, 2004	Jul. 18, 2005	047	8041643704	

For value received, on or before the Maturity Date, the undersigned Borrower promises to pay the principal amount, together with interest, and any other charges, including service charges, to the order of the Lender at its office at the address noted above or holder, all in lawful money of the United States of America. The undersigned further agrees to the terms below and on page two of this Note and Security Agreement. Words, numbers or phrases preceded by a ☐ are applicable only if the ☐ is marked.

PRINCIPAL AMOUNT Six Hundred Thousand And 00/100 Dollars $ 600,000.00

PAYMENT SCHEDULE: ☐ In installments of $ ☐ plus interest ☐ including interest

[X] interest only starting October 18, 2004 and payable ☐ monthly. [X] quarterly.

☐

[X] interest, principal and other charges due on Maturity Date.

☐ other payment schedule:

This loan is subject to ☐ a fixed interest rate of % per annum. [X] a variable simple interest rate, which is ☐ % greater than: [X] equal to: ☐ % less than: (the following Index:

Colonial Bank Base Rate

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4.250 %	4.250%	%	%	When Index Changes

Interest will be calculated on the unpaid balance for the actual days outstanding on a: [X] 365/365 Day Basis. ☐ / Day Basis.

DEFAULT RATE: If in default the interest rate shall be: [X] 18.000 % per annum. ☐ % in excess of the Index.

LATE CHARGE: If Borrower is more than 9 days late in making any payment, in addition to such payment, Borrower will pay a late charge of:
[X] the lesser of ☐ the greater of ☐ an amount equal to [X] $ 100.00 or [X] 5.000 % of the payment in default.

PAYABLE ON DEMAND: ☐ Payment is due upon demand. [X] Payment is due upon demand, but in any event, not later than Maturity Date.

LINE OF CREDIT: ☐ If this Note is not in default, Lender may make advances and readvances (lend and relend) on a continuing basis up to the Principal Amount.

This Note is secured by the Security Agreement below and on page two, and is subject to all of the terms thereof, which are incorporated by reference. Lender may, upon deeming itself insecure, or upon Borrower's default in payment or in the terms of this or any other agreement Borrower may have with Lender, declare the entire unpaid balance due and payable. The Borrower severally waives demand, notice, and protest and to any defense due to extensions of time or other indulgence by Lender or to any substitution of collateral. If the interest rate on this Note is tied to an Index stated above, that Index is used solely to establish a base from which the actual rate of interest payable under this Note will be figured, and is not a reference to any actual rate of interest charged by any lender to any particular borrower. If the interest rate varies in accordance with a selected Index, if that Index ceases to exist, Lender may substitute a similar Index which will become the Index. If there is a Default Rate shown above, it may be applied to all periods of time in which a default exists. If this Note is payable in installments, each installment payment will be due on the same day of the installment period as the day upon which payments commence unless otherwise specified. Failure to pay this Note according to the specified terms shall constitute a default. If permitted by law and at Lender's option, interest up to the highest rate permitted by law may be assessed on any interest which is past due as the result of any payment not being paid when due. Lender shall have the right to hold or apply its own indebtedness or liability to Borrower in payment of, or to provide collateral security for the payment of this Note either prior to or after the Maturity Date. If legal proceedings are instituted to enforce the terms of this Note, Borrower agrees to pay all costs of the Lender in connection therewith, including reasonable attorney fees.

☐ ADDITIONAL NOTE PROVISIONS:

1. SECURITY INTEREST GRANT - The Borrower, in consideration of its Liabilities, as hereinafter defined, hereby agrees to all of the terms of this Agreement and further hereby specifically grants the Lender a continuing security interest in the collateral shown in the boxes checked below (and described in the paragraph below) including the proceeds thereof and proceeds of hazard insurance and eminent domain or condemnation awards involving the collateral, and including the products of the collateral or accessions to such collateral, to secure the payment of all loans, advances, and extensions of credit from the Lender to the Borrower, including all renewals and extensions thereof and any and all obligations of every kind whatsoever, whether heretofore, now, or hereafter existing or arising between the Lender and the Borrower and howsoever incurred or evidenced, whether primary, secondary, contingent, or otherwise. The grant of security interest herein shall apply to all obligations, whether they arise hereunder, under any other mortgage, security agreement, note, lease, instrument, contract, document or other similar writing heretofore, now or hereafter executed by the Borrower to Lender, including oral agreements and obligations arising by operation of law. The foregoing obligations shall be hereafter collectively called the "Liabilities" and shall also include all interest, costs, expenses, and attorney fees accruing to or incurred by the Lender in collecting the Liabilities or in the protection, maintenance, or liquidation of the Collateral.

2. DESCRIPTION OF COLLATERAL - The "Collateral" covered by this Agreement is all of the Borrower's property described below, with regard to which a mark has been placed in the applicable box, which the Borrower now owns or may hereafter acquire or create and which may include, but shall not be limited to, any items listed on any schedule or list attached hereto:

☐ ALL ASSETS - "All Assets" of the Borrower shall include all of the tangible and intangible property of the Borrower of whatsoever nature now owned or hereafter acquired by the Borrower, including, but not limited to, accounts, inventory, equipment, and instruments as defined herein.

☐ ACCOUNTS - "Accounts" shall consist of accounts, documents, chattel paper, instruments, contract rights, general intangibles, and choses in action, including any right to any refund of taxes paid before or after this Agreement to any governmental entity (hereinafter individually and collectively referred to as "Accounts").

☐ INVENTORY - "Inventory" shall consist of all inventory and goods now or hereafter acquired or owned, including, but not limited to, raw materials, work in process, finished goods, tangible property, stock in trade, wares and merchandise used in or sold in the ordinary course of the Borrower's business, including goods whose sale, lease or other disposition by the Borrower has given rise to any accounts and any goods which may have been returned to or repossessed or stopped in transit by the Borrower.

☐ EQUIPMENT - "Equipment" shall consist of all equipment and fixtures, including all machinery, furnishings, furniture, vehicles (together with all accessions, parts, attachments, accessories, tools, and dies, or appurtenances thereto or intended for use in connection therewith), and all substitutions, betterments, and replacements thereof and additions thereto.

☐ INSTRUMENTS - "Instruments" means any negotiable instrument as defined in Article 3, Section 104 of the Uniform Commercial Code, any security which is defined in Article 8, Section 102, of the Uniform Commercial Code, or any other writing which evidences a right of payment of money (and is not itself a security agreement or lease) and is of a type which is, in the ordinary course of business, transferred by delivery with a necessary endorsement or assignment.

[XX] SPECIFIC - "Specific" refers to the specific property, together with all related rights, shown below.

☐ The term Liabilities is limited to the extension of credit Lender is providing Borrower, the proceeds of which are to purchase the specific property shown below, including any extensions or renewals thereof; plus related interest, costs, expenses and attorney fees as called for in provision 1, debt unrelated to purchase proceeds being excluded regardless of words to the contrary in provision 1.

3. SPECIAL PROVISIONS - The properties and interest in properties described below and also checked in the appropriate boxes above are sometimes hereinafter individually and collectively referred to as the "Collateral." If no box is checked, it is specifically understood and acknowledged by the Borrower that it is the intent of the Borrower to grant the Lender a security interest in "All Assets" as defined above.

SPECIFIC COLLATERAL / SPECIAL SECURITY AGREEMENT PROVISIONS (If Collateral includes fixtures, describe the real estate):
1st REM ON 261 ACRES LOCATED ON THE CORNER OF HALLABAMA DR AND MAIN STREET
IN SHORTER, ALABAMA

The Borrower acknowledges that this is the entire Agreement between the parties, except to the extent that writings signed by the party to be charged are specifically incorporated herein by reference either in this Agreement or in such writings, and acknowledges receipt of a true and complete copy of this Agreement. Further paragraphs of this Security Agreement are set forth on page two hereof. The Borrower expressly agrees to all of the provisions hereof and signifies assent thereto by the signature below.

IN WITNESS WHEREOF, the Borrower has executed this Note and Security Agreement on the date and year shown below.
CAUTION-IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

By X [signature] 7/20/04
HENRY F THOMAS Date
Its

By X
Date
Its

By X
Its Date

By X
Its Date

MC 00175

ADDITIONAL SECURITY AGREEMENT PROVISIONS

4. WARRANTIES - The Borrower warrants the following: it has or will acquire free and clear title to all of the Collateral, unless otherwise provided herein; the security interest granted to the Lender shall be a first security interest, and the Borrower will defend same to the Lender against the claims and demands of all persons; the Borrower will fully cooperate in placing or maintaining Lender's lien or security interest; all of the Collateral is located in the state of the Borrower's address specified on page one hereof, unless otherwise certified to and agreed to by the Lender, or, alternatively, is in possession of the Lender; all accounts are genuine and enforceable; the Borrower will not remove or change the location of any Collateral without the Lender's prior written consent; the Borrower will not use the Collateral or permit it to be used for any unlawful purpose; and the Borrower will not conduct business under any name other than that given on page one hereof, nor change, nor reorganize the type of business entity as described, except upon the prior written approval of the Lender, in which event the Borrower agrees to execute any documentation of whatsoever character or nature demanded by the Lender for filing or recording, at the Borrower's expense, before such change occurs; the Borrower will keep all records of account, documents, evidence of title, and all other documentation regarding its business and the Collateral at the address specified on page one hereof, unless notice thereof is given to the Lender at least ten (10) days prior to the change of any address for the keeping of such records; the Borrower will, at all times, maintain the Collateral in good condition and repair and will not sell or remove same except as to inventory in the ordinary course of business; the Borrower is a legally created business entity, as described before, and it has the power, and the person signing is duly authorized to enter into this Agreement; the execution of this Agreement will not create any breach of any provision of the Borrower's organizational documents (Articles of Incorporation and By-Laws if the Borrower is a corporation, Articles of Organization and Operating Agreement if the Borrower is a limited liability company, or Certificate of Limited Partnership (if applicable) or Partnership Agreement if the Borrower is a partnership), or any other agreement to which the Borrower is or may become a party; all financial information and statements delivered by the Borrower to the Lender to obtain loans and extensions of credit are true and correct and are prepared in accordance with generally accepted accounting principles; there has been no material adverse change in the financial condition of the Borrower since it last submitted any financial information to the Lender; there are no actions or proceedings, including set-off or counterclaim, which are threatened or pending against the Borrower which may result in any material adverse change in the Borrower's financial condition or which might materially affect any of the Borrower's assets; and the Borrower has duly filed all federal, state, municipal, and other governmental tax returns, and has obtained all licenses, permits, and the like which the Borrower is required by law to file or obtain, and all such taxes and fees for such licenses and permits required to be paid, have been paid in full.

5. INSURANCE - The Borrower agrees that it will, at its own expense, fully insure the Collateral against all loss or damage for any risk of whatsoever nature in such amounts, with such companies, and under such policies as shall be satisfactory to the Lender. All policies shall expressly provide that the Lender shall be the loss payee, or, alternatively, if requested by Lender, Mortgagee. The Lender is granted a security interest in the proceeds of such insurance and may apply such proceeds as it may receive towards the payment of the Liabilities, whether or not due, in such order as the Lender may at its sole discretion determine. The Borrower agrees to maintain, at its own expense, public liability and property damage insurance upon all its other property, to provide such policies in such form as the Lender may approve, and to furnish the Lender with copies or other evidence of such policies and evidence of the payments of the premiums thereon. If the Borrower at any time fails to obtain or to maintain any of the insurance required above or pay any premium in whole or in part relating thereto, the Lender, without waiving any default hereunder, may make such payment or obtain such policies as the Lender, in its sole discretion, deems advisable to protect the Borrower's property. All costs incurred by the Lender, including reasonable attorney fees, court costs, expenses, and other charges relating thereto, shall become a part of the Liabilities and shall be payable on demand.

6. TAXES, LIENS, ETC. - The Borrower agrees to pay all taxes, levies, judgments, assessments, and charges of any nature whatsoever relating to the Collateral or to the Borrower's business. If the Borrower fails to pay such taxes or other charges, the Lender at its sole discretion, may pay such charges on behalf of the Borrower; and all sums so dispensed by the Lender, including reasonable attorney fees, court costs, expenses, and other charges relating thereto, shall become a part of the Liabilities and shall be payable on demand.

7. INFORMATION AND REPORTING - The Borrower agrees to supply to the Lender such financial and other information concerning its affairs and the status of any of its assets as the Lender, from time to time, may reasonably request. The Borrower further agrees to permit the Lender, its employees, and agents, to have access to the Collateral for the purpose of inspecting it, together with all of the Borrower's other physical assets, if any, and to permit the Lender, from time to time, to verify accounts as well as to inspect, copy and to examine the books, records, and files of the Borrower.

8. ACCOUNTS - The Borrower acknowledges that if Lender has a security interest in Accounts, it is understood that the Lender will initially permit the Borrower to collect Accounts from its debtors. The Borrower understands that this privilege may be terminated by the Lender at any time, and that, in such event, the Lender shall be vested with all of the rights of the Borrower in respect thereto, including the right of stoppage in transit, the ability to notify any debtor or debtors of the assignment, and the ability to execute any instrument on behalf of the Borrower in settlement or fulfillment of an Account. In such event, the Borrower agrees to execute such assignments as the Lender may request to evidence the assignment. The Borrower agrees that, in the event of an assignment to the Lender, it thereafter receives payment on any Account as the agent of the Lender, and the Borrower agrees to transmit such payment in the form in which it was received to the Lender on the date of receipt thereof, appropriately endorsed, if necessary, to permit negotiation by the Lender. Until such remittance, the Borrower agrees to keep all such receipts on account separate and apart from the Borrower's own funds so that such receipts are readily identifiable as the property of the Lender and to hold same in trust for the Lender. In any event, the Lender is authorized to endorse or to sign, in the name of the Borrower, any instrument of whatsoever nature to effect the collection of the Accounts for application to the Liabilities. Borrower irrevocably appoints Lender as its attorney in fact to take delivery of and to process all mail addressed to Borrower and to change the address for the delivery of all mail addressed to Borrower by notification to United States Post Office.

9. DEFAULT - The occurrence of any of the following events shall constitute a default of this Agreement: (a) the non-payment, when due, of any amount payable on any of the Liabilities or any extension or renewal thereof; (b) the failure to perform any agreement of the Borrower contained herein or in any other agreement Borrower may have with Lender; (c) the publication of any statement, representation, or warranty, whether written or oral, by the Borrower to the Lender, which at any time is untrue in any respect as of the date made; (d) the condition that any Obligor (which term, as used herein, shall mean the Borrower and each party primarily or secondarily liable on any of the Liabilities) becomes insolvent or unable to pay debts as they mature; or makes an assignment for the benefit of the Obligor's creditors, or conveys substantially all of its assets, or in the event of any proceedings instituted by or against any Obligor alleging that such Obligor is insolvent or unable to pay debts as they mature (failure to pay being conclusive evidence of inability to pay), or in the event that a petition of any kind is filed under the Federal Bankruptcy Act by or against such Obligor; (e) the entry of any judgment against any Obligor, or the issue of any order of attachment, execution, sequestration, claim and delivery, or other order in the nature of a writ levied against the Collateral; (f) the death of any Obligor who is a natural person, or of any partner of the Obligor which is a partnership; (g) the dissolution, merger, and consolidation or transfer of a substantial part of the property of any Obligor, which is a corporation or partnership; (h) in the event that any part of the Collateral materially declines in value in excess of normal wear, tear, and depreciation; or (i) the Lender feels insecure for any reason. If permitted by law, the Borrower waives any otherwise required notice of: presentment; demand; acceleration; and, intent to accelerate.

10. REMEDY - The Borrower agrees that, whenever a default exists, all Liabilities may (notwithstanding any provisions thereof), at the sole option and discretion of the Lender and without demand or notice of any kind, be declared, and thereupon immediately shall become due and payable; and the Lender may exercise, from time to time, any rights and remedies, including the right to immediate possession of the Collateral, available to it under applicable law. The Lender shall have the right to hold any property then in or upon said Collateral at the time of repossession not covered by the security agreement until return is demanded in writing by the Borrower. The Borrower agrees, in the case of default, to assemble, at its own expense, all Collateral at a convenient place acceptable to the Lender and to pay all costs of the Lender in connection with the collecting of the Liabilities and enforcement of any rights hereunder, including reasonable attorney fees and legal expenses, and including participation in Bankruptcy proceedings; and to pay all of the expense of locating the Collateral, as well as the expense of any repairs for any realty or other property to which any of the Collateral may have been affixed or made a part. If the proceeds of a loan secured by this Agreement were primarily used for agricultural purposes then reasonable attorney fees are assessable in an amount up to 15% of the unpaid debt at the time of default and only if the involved attorney is not a salaried employee of Lender and the original principal balance exceeded $300.00. Any notification of intended disposition of the Collateral by the Lender shall be deemed to be reasonable and proper if sent postage prepaid, by regular mail, to the Borrower at least seven (7) days before such disposition, and addressed to the Borrower either at the address shown herein or at any other address. If the proceeds from a sale of Collateral are insufficient to extinguish the Liabilities of Borrower hereunder, Borrower shall be liable for any deficiency. The Lender shall, in the event of any default, have the right to peacefully retake any of the goods. The Borrower waives any right it may have, in such instance, to a judicial hearing prior to such retaking. In the event of a default, the Borrower expressly authorizes the Lender to offset any debts of the Lender to the Borrower against the Liabilities, including, but not limited to, any checking or savings account, certificate of deposit, savings receipt, or the like.

11. HEADINGS - The headings preceding text in this Agreement are for the Borrower's general convenience in identifying subject matter, but have no limiting impact on the text which follows any particular heading.

12. ENVIRONMENTAL LAWS - Borrower certifies that as to any real estate which has been, is now, or will be in the future owned or occupied by Borrower, that such real estate has not in the past, nor will now or in the future be allowed in any manner to be exposed to or contain hazardous or environmentally harmful substances as may be defined or regulated by any state or federal law or regulation which impacts, in any way, such substances, except to the extent the existence of such substances has been presently disclosed in writing to Lender, and Borrower will immediately notify Lender in writing of any assertion made by any party to the contrary. Borrower indemnifies and holds Lender and Lender's directors, officers, employees, and agents harmless from any liability or expense of whatsoever nature, including reasonable attorney fees, incurred directly or indirectly as a result of Borrower's involvement with hazardous or environmentally harmful substances as may be defined or regulated under any state or federal law or regulation.

13. MISCELLANEOUS - Time is of the essence of this Agreement. Except as otherwise defined in this Agreement, all terms herein shall have the meanings provided by the Uniform Commercial Code as it has been adopted in the state where the Lender is located. If permitted by law, Lender is authorized to file a financing statement to perfect its security interest in the Collateral signed only by the Lender. Any delay on the part of the Lender in exercising any power, privilege, or right hereunder, or under any other document executed by the Borrower to the Lender in connection herewith, shall not operate as a waiver thereof; and no single or partial exercise thereof or any other power, privilege, or right shall preclude other or further exercise thereof. The waiver by the Lender of any default of the Borrower shall not constitute a waiver of subsequent default. All rights, remedies, and powers of the Lender hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies, and powers given hereunder or in or by any other instruments or by the provision of the Uniform Commercial Code as adopted in the state where the Lender is located, or any other laws now existing or hereafter enacted. The Borrower specifically agrees that, if it has heretofore or hereafter executed any loan agreement in conjunction with this Agreement, any ambiguities between this Agreement and any such loan agreement shall be construed under the provisions of the loan agreement, to the extent that it may be necessary to eliminate any such ambiguity. Borrower releases Lender from any liability which might otherwise exist for an act or omission of Lender related to the collection of any debt secured by this Agreement or the disposal of any Collateral, except for Lender's wilful misconduct.

This Agreement has been delivered in the state where the Lender is located and shall be construed in accordance with the laws of that state. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or the invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. The rights and privileges of the Lender hereunder shall inure to the benefit of its successors and assigns, and this Agreement shall be binding on all heirs, executors, administrators, assigns, and successors of the Borrower. The Borrower may not assign this Agreement or any benefits accruing to it hereunder without the express written consent of the Lender.

ENDORSEMENT: For value received, the undersigned (who, if two or more in number, shall be jointly and severally liable hereunder) hereby unconditionally guarantee the payment of the Note on page one hereof, together with all extensions or renewals thereof and all expenses (including reasonable attorney fees and legal expenses) incurred in the collection thereof or the enforcement of rights under any security therefor and the enforcement hereof. Further, the undersigned waives presentment, demand, notice of dishonor, protest, and all other notices whatsoever, and agrees that the holder of said Note may from time to time extend or renew said Note for any period (whether or not longer than the original period of said Note) and grant any releases, compromises or indulgences with respect to said Note or renewal thereof or any security therefor or to any party liable thereunder or hereunder, all without notice to or consent of any of the undersigned and without affecting the liability of the undersigned hereunder.

X____________________ X____________________

By initialing, I acknowledge this is page 2 of 2 of the Commercial Promissory Note and Security Agreement.

Initials Initials Initials Initials

STATE OF ALABAMA §

WARRANTY DEED

MACON COUNTY §

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Hundred and No/100 ($100.00) Dollars and other valuable considerations to the undersigned GRANTOR in hand by the GRANTEE herein, the receipt whereof is hereby acknowledged, I, Maria I. Richmond, a married woman, (herein referred to as GRANTOR), do hereby GRANT, BARGAIN, SELL and CONVEY unto H. Frank Thomas, III (herein referred to as GRANTEE), his heirs and assigns, the following described real Estate, situated in the County of Macon and the State of Alabama, to-wit:

All of my undivided two-thirds (2/3) interest in and to the following described property: Commencing at the Southeast Corner of Section 32, Township 17 North, Range 21 East, in Macon County, Alabama, said point being the true point of beginning of the parcel of land herein described; thence S87°52'W, 2640.0 feet; thence S 2°08'E, 1278.5 feet to the center of Cubahatchee Creek; thence along the center of said Creek through the following courses: S40°38'W, 244.8 feet; N10°03'W, 401.2 feet; thence 61°18'W, 239.4 feet; N86°17'W, 385.8 feet; N13°19'E, 390.5 feet; N85°50'W, 275.7 feet; N33°11'W, 155.3 feet; S60°57'W, 103.0 feet; N32°00'W, 283.0 feet; S48°59'W, 152.4 feet; N84°03'W, 241.3 feet; N26°34'W, 145.3 feet; S75°04'W, 155.2 feet; N15°04'W, 134.6 feet; N73°09'W, 172.4 feet; N14°21'E, 221.9 feet; thence leaving said Creek, N64°42'E, 6925.0 feet; to the center of the Shorter Station Road; thence S36°02'E, along the center of said Road 1765.1 feet to the Northerly right of way line of the connector from Interstate Highway No. I-85 to the Shorter Station Road; thence S54°15'W, along said right of way line; 100.0 feet; thence along the Southwesterly right of way line of said connector, being a curve, concave Northeasterly and having a chord of S35°45'E, 249.2 feet; thence leaving said right of way line, S51°58'W, 210.0 feet; thence S38°02'E, 351.1 feet to the Northwesterly right of way line of Interstate Highway No. I-85; thence along said right of way line through the following courses: S41°29'W, 221.6 feet; S28°04'W, 324.7 feet; S41°05'' W, 266.1 feet; thence leaving said last mentioned right of way line, S87°52'W, 2301.7 feet to the true point of beginning; containing 284.581 acres. Said parcel of land lying partly in Section 5, Township 16 North, Range 21 East, and partly in Sections 32 and 33, Township 17 North, Range 21 East, Macon County, Alabama.

LESS AND EXCEPT THEREFROM any and all rights of way and easements for public roads and public utilities, and less the liability for any consequence resulting from the change in the location thereof.

DEED 211 887
Recorded In Above Book and Page
07/23/2004 02:24:18 PM
Alfonza Menefee
Judge of Probate
Macon County

Deed Tax	400.00
Recording Fee	20.50
TOTAL	420.50

LESS AND EXCEPT THEREFROM the following described property heretofore conveyed by the grantor to Henry W. Copeland by deed recorded in the Probate Office of Macon County, Alabama, in Deed Book 102, at Page 208.

Commence at the Southwest corner of Section 33, Township 17N, Range 21E, running thence North 87°52'E along the South section line of said section 1,261.7 feet to a point, said point being the true point of beginning of the parcel of land herein described; from said point of beginning run N40°44'E, 1,982.6 feet to a point in the center of a public road known as the Shorter Station Road, run thence S36°02'E, 178.1 feet along the center line of said road to a point; thence leaving said road run S54°15'W, 100.0 feet to a concrete right of way monument; run thence S35°45'E, 249.2 feet to a point; run thence S51°58'W, 210.0 feet to a point; run thence S38°02'E, 351.1 feet to a point on the Northwestern right of way of Interstate Highway I-85; run thence S41°29'W, along said right of way 221.6 feet to a concrete right of way monument; run thence S28°04'W, 324.7 feet along said right of way to a concrete right of way monument; run thence S41°05'W, along said right of way, 266.1 feet to a point, being the point of intersection of the northwesterly boundary of said right of way and the South boundary of said Section 33; run thence S87°52'W, 1,040.0 feet along the southern line of said Section 33 to a point being the true point of beginning hereinabove mentioned and said parcel containing a total of 23.065 acres.

This conveyance is subject to all easements, restrictions and rights of way of record affecting the above-described property.

The above-described property is not the homestead of **GRANTOR** or her spouse.

The mailing address of the GRANTEE is 2331 Fernway Drive, Montgomery, AL 36111.

TO HAVE AND TO HOLD, the aforegranted premises to said **GRANTEE**, his heirs and assigns, **FOREVER**.

And **GRANTOR** does covenant with the said **GRANTEE**, his heirs and assigns, that she is lawfully seized in fee simple of the aforementioned premises; that they are free from all encumbrances, except as hereinabove provided; that she has a good right to sell and convey the same to the said **GRANTEE**, his heirs and assigns, and that **GRANTOR** will **WARRANT AND DEFEND** the premises to the said **GRANTEE**, his heirs and assigns forever, against the lawful claims and demands of all persons except as hereinabove provided.

DEED 211 838
Recorded In Above Book and Page
07/23/2004 02:24:18 PM
Alfonza Menefee
Judge of Probate
Macon County

(Execution and acknowledgment start on the next page)

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of July, 2004.

Maria I. Richmond (L.S.)

STATE OF GEORGIA §

COUNTY OF Forsyth §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Maria I. Richmond** whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 20th day of July, 2004.

(SEAL)

NOTARY PUBLIC

My Commission Expires: 3/14/2005

PREPARED BY:
GREGORY A. CARR, SR.
P.O. BOX 4807
MONTGOMERY, AL 36103-4807

DEED 211 839
Recorded In Above Book and Page
07/23/2004 02:24:18 PM
Alfonza Menefee
Judge of Probate
Macon County

STATE OF ALABAMA §

MACON COUNTY §

THIS AGREEMENT OF SALE made and entered into on the day hereinafter expressed by and between FRANK THOMAS, ("Purchaser"), and MARIA I. RICHMOND, ("Seller"). Seller agrees to sell and Purchaser to purchase the Seller's undivided two thirds (2/3) interest in the following described real estate upon the terms and provisions herein stated:

Commencing at the Southeast Corner of Section 32, Township 17 North, Range 21 East, in Macon County, Alabama, said point being the true point of beginning of the parcel of land herein described; thence S87°52'W, 2640.0 feet; thence S 2°08'E, 1278.5 feet to the center of Cubahatchee Creek; thence along the center of said Creek through the following courses: S40°38'W, 244.8 feet; N10°03'W, 401.2 feet; thence 61°18'W, 239.4 feet; N86°17'W, 385.8 feet; N13°19'E, 390.5 feet; N85°50'W, 275.7 feet; N33°11'W, 155.3 feet; S60°57'W, 103.0 feet; N32°00'W, 283.0 feet; S48°59'W, 152.4 feet; N84°03'W, 241.3 feet; N26°34'W, 145.3 feet; S75°04'W, 155.2 feet; N15°04'W, 134.6 feet; N73°09'W, 172.4 feet; N14°21'E, 221.9 feet; thence leaving said Creek, N64°42'E, 6925.0 feet; to the center of the Shorter Station Road; thence S36°02'E, along the center of said Road 1765.1 feet to the Northerly right of way line of the connector from Interstate Highway No. I-85 to the Shorter Station Road; thence S54°15'W, along said right of way line; 100.0 feet; thence along the Southwesterly right of way line of said connector, being a curve, concave Northeasterly and having a chord of S35°45'E, 249.2 feet; thence leaving said right of way line, S51°58'W, 210.0 feet; thence S38°02'E, 351.1 feet to the Northwesterly right of way line of Interstate Highway No. I-85; thence along said right of way line through the following courses: S41°29'W, 221.6 feet;(S28°04'W, 324.7 feet; S41°05" W, 266.1 feet) thence leaving said last mentioned right of way line, S87°52'W, 2301.7 feet to the true point of beginning; containing 284.581 acres. Said parcel of land lying partly in Section 5, Township 16 North, Range 21 East, and partly in Sections 32 and 33, Township 17 North, Range 21 East, Macon County, Alabama.

LESS AND EXCEPT THEREFROM any and all rights of way and easements for public roads and public utilities, and less the liability for any consequence resulting from the change in the location thereof.

LESS AND EXCEPT THEREFROM the following described property heretofore conveyed by the grantor to Henry W. Copeland by deed recorded in the Probate Office of Macon County, Alabama, in Deed Book 102, at Page 208.

Commence at the Southwest corner of Section 33, Township 17N, Range 21E, running thence North 87°52'E along the South section line of said section 1,261.7 feet to a point, said point being the true point of beginning of the parcel of land herein described, from said point of beginning run N40°44'E, 1,982.6 feet to a point in the center of a public road known as the Shorter Station Road, run thence S36°02'E, 178.1 feet along the center line said road to a point; thence leaving said road run S54°15'W, 100.0 feet to a concrete right of way monument; run thence S35°45'E, 249.2 feet to a point; run thence S51°58'W, 210.0 feet to a point; run thence S38°02'E, 351.1 feet to a point on the Northwestern right of way of Interstate Highway I-85; run

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thence S41°29'W, along said right of way 221.6 feet to a concrete right of way monument; run thence S28°04'W, 324.7 feet along said right of way to a concrete right of way monument; run thence S41°05'W, along said right of way, 266.1 feet to a point, being the point of intersection of the northwesterly boundary of said right of way and the South boundary of said Section 33; run thence S87°52'W, 1,040.0 feet along the southern line of said Section 33 to a point being the true point of beginning hereinabove mentioned and said parcel containing a total of 23.065 acres.

With regard to the sale, Seller and Purchaser further agree as follows:

1) The Purchaser agrees to pay a total purchase price of ONE MILLION ($1,000,000.00) Dollars for the property. The Purchaser shall pay to the Seller EARNEST MONEY in the amount of FIFTY THOUSAND ($50,000.00) Dollars within THIRTY (30) days from the date of this contract which said earnest money shall include all credits in accordance with paragraphs 4 and 5 of this contract. In the event the credits toward the earnest money from paragraphs 4 and 5 of this contract do not total FIFTY THOUSAND ($50,000.00) Dollars, the Purchaser shall immediately pay the difference so that the total earnest money shall total the required FIFTY THOUSAND ($50,000.00) Dollars. The balance of the purchase price, after applying any credits arising pursuant to paragraphs 4 and 5 shall be paid at closing.

2) This sale is to be closed within 120 days from the date of this agreement.

3) The parties to this agreement are presently joint owners of the above described property. Because the Purchaser of the property has already purchased a one third (1/3) interest in the property, with appropriate title examination, Seller shall have no responsibility for, and this sale shall not be contingent on the removal of, any alleged defects in title or encumbrances to the title to the property, other than liens, defects or encumbrances rendering the title unmerchantable that Seller has created or that have arisen while Seller has owned her interest in the property to be conveyed. The Purchaser of the property shall have thirty (30) days in which to conduct a title search. If such title search reveals liens, defects or encumbrances rendering the title unmerchantable that Seller has created or that have arisen while Seller has owned her interest in the property to be conveyed, Purchaser shall notify the Seller of such liens, defects or encumbrances within five (5) days of the date of the completion of the title search. Seller shall have the opportunity to remove, to cure, or to correct any such liens, defects, or encumbrances, but if unable to do so within 120 days allowed for closing this transaction, the Purchaser shall be entitled to either receive a refund of the EARNEST MONEY, or to waive the lien, defect, or encumbrance and proceed with the closing. If the property is free and clear of liens, defects or encumbrances rendering the title unmerchantable that Seller has created or that have arisen while Seller has owned her interest in the property to be conveyed, and the Purchaser fails to close the transaction within the 120 days allowed for closing, then the Seller may retain the EARNEST MONEY as liquidated damages and also retain her portion of any sale proceeds arising from any transactions described in paragraphs four and five of this agreement.

4) During the pendency of this agreement (120 days) the parties agree that neither will agree to nor sign an easement agreement with Alabama Power Company without the assent of the other party. If within THIRTY (30) days from the date of this contract the parties sell and convey an easement across the property to Alabama Power Company, the proceeds of the sale of the easement

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shall be paid to the Seller with the Purchaser's 1/3 share thereof being credited toward Purchaser's earnest money. If the parties sell and convey an easement across the property to Alabama Power Company after THIRTY (30) days from the date of this contract and prior to closing, the proceeds of the sale of the easement shall be paid to the parties proportionately to their interest in the entire parcel (i.e., 2/3 to the Seller and 1/3 to the Purchaser), but when the transaction of sale of the above-described property is closed, the Seller's proceeds of the sale of the easement shall be credited toward the purchase price.

5) If within THIRTY (30) days from the date of this contract the parties sell and convey timber located on the property, the proceeds of the sale of the timber shall be paid to the Seller with the Purchaser's 1/3 share thereof being credited toward Purchaser's earnest money. If the parties sell and convey the timber on the property after THIRTY (30) days from the date of this contract and prior to closing, the proceeds of the sale of the timber shall be paid to the parties proportionately to their interest in the entire parcel (i,e., 2/3 to the Seller and 1/3 to the Purchaser), but when the transaction of sale of the above-described property is closed, the Seller's proceeds of the sale of the timber shall be credited toward the purchase price.

6) Seller agrees to provide Purchaser with copies of the two (2) old surveys that have been used for earlier conveyances of the property, depicting the entire original tract and the property that was subsequently conveyed to Henry Copeland, containing the descriptions set forth above. Purchaser may, at his own expense, cause a new survey to be prepared, and if he does so, the Seller agrees to convey her interest in the property using the new survey description. This sale is not contingent on any matter revealed by a new survey. The closing date shall not be delayed in order to complete the survey. The purchase price is not contingent on the quantity of land revealed by a new survey.

7) Seller agrees to furnish to Purchaser a Warranty Deed conveying to the Purchaser her undivided 2/3 interest in the property free from any and all liens, defects and encumbrances that have been created by the Seller or that have arisen while she has owned the property. The conveyance shall be subject to any easements for public utilities and public roads and shall be subject to any defects or encumbrances that were in existence at the time Purchaser acquired his present one third (1/3) interest in the property.

8) Seller shall pay no commissions in connection with the sale of the property. Purchaser is a licensed Alabama real estate broker and has negotiated this contract for his own account. The parties are joint owners and have negotiated this transaction without the services of any outside agent or broker.

9) Ad valorem taxes for the current year shall be prorated between the Seller and Purchaser as of the date of closing.

10) The parties agree that time is of the essence in this transaction.

11) The parties agree that this AGREEMENT OF SALE in this document expresses the

3. JW.

entire agreement between the parties and that the contract is not subject to any other terms, provisions, or conditions of any oral communication.

WITNESS our hands this the 15TH day of March, 2004.

WITNESSES:

PURCHASER

WITNESSES:

SELLER

(4 pages - initialed)

A. SETTLEMENT STATEMENT
Final Copy

U.S. Department of Housing and Urban Development

Tue Jul 20 09:50 AM
OMB No. 2502-0265

B. Type of Loan

1. [ ] FHA 2. [ ] FmHA 3. [X] Conv. Unins.
4. [ ] VA 5. [ ] Conv. Ins. 6. [ ] Other

6. File Number: 6749-Speigel
7. Loan Number:
8. Mortgage Ins Case Number:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown for informational purposes and are not included in the totals.

D. Name and Address of Borrower
Thomas III, H. Frank
2331 Fernway Drive
Montgomery, AL 36111

E. Name and Address of Seller
3Nat Replacement Properties LLC
230 Peachtree Street, Suite 1890
Atlanta, GA 30303
TIN:

F. Name and Address of Lender
Colonial Bank
1 Commerce Street
Montgomery, AL 36104

G. Property Location
Undivided 2/3 interest in 260 acres, more or less, Sections 5, 32 and 33
Macon County, AL

H. Settlement Agent
Gregory A. Carr, Sr.

Place of Settlement
915 South Hull Street
Montgomery, AL 36104

I. Settlement Date
07/20/2004
Disbursement Date
07/20/2004

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	1,000,000.00	401. Contract sales price	1,000,000.0
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due From Borrower	1,000,000.00	420. Gross Amount Due To Seller	1,000,000.(
200. Amounts Paid By Or In Behalf Of Borrower		500. Reductions In Amount Due Seller	
201. Deposit or earnest money	50,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	600,000.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Timber Proceeds to Seller	70,350.00	504. Payoff of first mortgage to	
205. APC Easement Proceeds to Seller	16,750.00	505. Payoff of second mortgage to	
206. Timber Proceeds to Borrower	6,600.00	506. Timber Proceeds	56,950.(
207. APC Easement Proceeds to Borrower	8,250.00	507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 10/01/2003 to 07/20/2004	269.14	511. County taxes 10/01/2003 to 07/20/2004	269.'
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	752,219.14	520. Total Reduction Amount Due Seller	57,219.
300. Cash at Settlement From/To Borrower		600. Cash at Settlement To/From Seller	
301. Gross amount due from borrower (line 120)	1,000,000.00	601. Gross amount due to seller (line 420)	1,000,000.
302. Less amounts paid by/for borrower (line 220)	(752,219.14)	602. Less reductions in amt. due seller (line 520)	(57,219.
303. Cash [X] From [ ] To Borrower	247,780.86	603. Cash [X] To [ ] From Seller	942,780.

SUBSTITUTE FORM 1099 STATEMENT: The information contained in Blocks E, G, H, and I and on lines 401 through 407 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item required to be reported and the IRS determines that it has not been reported.. A 1099-S is not required to be filed if you mark this box [ ] to provide written assurance that this property is your principal residence and that the full gain on this sale is excluded from gross income under IRS Code Section 121.

Seller [signature] 3Nat Replacement Properties LLC   07/20/2004 Date

HUD-1 (3-86)
RESPA HB 4305.2

RECEIVED DATE : 07/20/04 09:57 FROM :2640519

Final Copy

Settlement Statement Page 2

L. SETTLEMENT CHARGES

		Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price $ 1,000,000.00 @ 0.00 % =			
Division of Commission (line 700) as follows:			
701. $ 0.00	to		
702. $ 0.00	to		
703. Commission paid at Settlement to			
704.			
800. Items Payable in Connection With Loan			
801. Loan Origination Fee 1.0000 % to Colonial Bank		6,000.00	
802. Loan Discount 0.0000 % to			
803. Appraisal Fee to Barrs Appraisal		2,500.00	
804. Credit Report to			
805. Underwriting Fee to Colonial Bank		300.00	
806.			
807.			
808.			
809.			
810.			
811.			
900. Items Required By Lender To Be Paid in Advance			
901. Interest from 07/20/2004 to 07/31/2004 @ $ 0.000000/day			
902. Mortgage Insurance Premium for 0 months to			
903. Hazard Insurance Premium for 0			
904.			
905.			
1000. Reserves Deposited With Lender			
1001. Hazard Insurance	0.0000 months @ $ 0.00 per month		
1002. Mortgage insurance	0 months @ $ 0.00 per month		
1003. City property taxes	0 months @ $ 0.00 per month		
1004. County property taxes	0 months @ $ 0.00 per month		
1005. Annual assessments	0 months @ $ 0.00 per month		
1006.			
1007.			
1008.			
1100. Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to Gregory A. Carr, Sr.	6,250.00	
(includes above items numbers:)			
1108. Title insurance	to Mississippi Valley Title & Greg Carr	2,500.00	
(includes above items numbers: 1104)			
1109. Lender's coverage	$ 600000.00		
1110. Owner's coverage	$ 1000000.00		
1111.			
1112.			
1113.			
1200. Government Recording and Transfer Charges			
1201. Recording fees: Deed $ 438.00 ; Mortgage $ 926.50 ; Release $ 0.00		1,364.50	
1202. City/county tax/stamps: Deed $ 0.00 ; Mortgage $ 0.00			
1203. State tax/stamps: Deed $ 0.00 ; Mortgage $ 0.00			
1204. Grantor's Tax			
1205.			
1300. Additional Settlement Charges			
1301.			
1302.			
1303.			
1304.			
1305.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		18,914.50	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief. It is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower [signature] 07/20/2004
H. Frank Thomas III — Date

Seller 07/20/2004
3Net Replacement Properties LLC — Date

The HUD-1 Settlement Statement which I have prepared is a true and correct account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

SETTLEMENT AGENT [signature] 07/20/2004
Gregory A. Carr, Sr. — Date

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 AND SECTION 1010.

EXHIBIT 13

REAL ESTATE SALES CONTRACT

STATE OF ALABAMA §

MACON COUNTY §

1. This agreement, made and entered into on the day herein expressed by and between Macon County Investments, Inc. (hereinafter referred to as "Purchaser") and H. Frank Thomas, III (hereinafter referred to as "Seller").

2. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the following terms and conditions, the following described real property in it **AS IS** condition without any warranties, express or implied, and subject to any and all existing covenants, restrictions, easements of record, zoning ordinances, leases and/or liens or encumbrances incurred in this transaction: 56.93 acres, more or less, located in Section 33, T17N, R21E, Macon County, Alabama, being more particularly described in the attached Exhibit "A".

3. The purchase price shall be $10,000,000.00 payable in cash at closing.

4. This contract is subject to Purchasers being able to obtain an Operator's License for the operation of Class B Bingo in Macon County, Alabama. Purchaser agrees in good faith to exert all reasonable effort and diligence to obtain said Operator's License and to make application for such license as soon as practical.

5. The parties hereto agree that no earnest money will be deposited with Seller due to the ongoing expenses incurred by Purchaser in connection with the procuring of an Operator's License.

6. Seller to select and pay for the closing attorney. Purchaser shall pay all other closing costs and prepaid items. Seller to provide the Purchaser with the existing survey of the property.

7. This sale shall be closed on or before January 1, 2008, with the closing date to be selected by the Purchaser.

Possession shall be given at closing with the exception that Purchaser shall have the right to inspect the property, to conduct land use, engineering and environmental studies and reviews with respect to the property, to conduct market analysis of the property and the internal use thereof, to confirm and seek, as necessary zoning and other governmental land use approvals, permits and licenses with respect to the property and the intended use and development thereof.

Purchaser, Purchaser's agents, employees and contractors shall be permitted to enter upon the Property during normal business hours for tests and inspections. Any damage to the Property resulting from such inspections shall be repaired by Purchaser if Purchaser fails for any reason to buy the Property. Purchaser shall indemnify and hold Seller harmless from and against all damages, costs, liabilities, claims, suits, causes of action or expenses, including (without limitation) reasonable attorneys' fees at all trial and appellate levels, for personal injury, death or property damage resulting directly or indirectly arising or resulting from any such inspections, except for injuries, death or property damage resulting from Seller's negligence, wantonness, or wrongful acts or omission. Notwithstanding anything in this Contract to the contrary, this indemnity obligation shall survive Closing as well as the expiration, termination or cancellation of this Contract.

8. Both parties represent that there are no real estate agents involved in this transaction and that neither shall be obligated to pay any real estate commission in connection with this sale. Both parties acknowledge that Seller is a licensed real estate broker acting in his individual capacity.

9. The Seller does not make any representations or warranties regarding the condition of the property except to the extent expressly and specifically set forth herein. Unless otherwise stated herein, said property is sold in **AS IS** condition without any warranties express or implied.

10. All ad valorem taxes shall be prorated as of the date of closing.

11. Seller shall furnish to Purchaser's attorney a title insurance commitment disclosing a good and merchantable fee

simple title, subject to taxes for the current year, easements, covenants, restrictions and matters of record which under local practice do not interfere with Purchaser's use of the property. If the title insurance commitment fails to show a good and merchantable fee simple title, Seller shall have a reasonable time (not to exceed thirty (30) days) after receipt of written notice of defects from the Purchaser to cure such defect and make said title merchantable. If Seller is unable to provide a good and merchantable fee simple title within thirty (30) days, Purchaser may void this contract or may waive such defect and elect to purchase said property.

12. If Seller defaults by wrongfully refusing to sell, or otherwise breaching this agreement and the property does not close, Purchaser may either pursue all remedies available to Purchaser at law or in equity including but not limited to Specific Performance. If Purchaser defaults by wrongfully refusing to purchase, or by breaching this agreement, and the property does not close, Seller may pursue all remedies available to Seller at law and equity including but not limited to Specific Performance. In the event of default by either Seller or Purchaser all reasonable attorney fees and court costs may be recoverable against the defaulting party.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals, this the 2nd day of June, 2005.

PURCHASER:

Macon County Investments, Inc.
By: ______________________

Its Vice President

SELLER:

____

MC 00107

EXHIBIT "A"

Commence at the SW corner of Section 33, T17N, R21E, Macon County, Alabama; thence North 89 degrees 55 minutes 08 seconds East, along the south line of Section 33, 694.16 feet to an iron pin; thence North 01 degrees 14 minutes 24 seconds West, 961.84 feet to an iron pin on the east line of Wetland Area; said point being the POINT OF BEGINNING; thence northerly and easterly along the east and south line of said Wetlands; the following ten (10) calls: 1) North 28 degrees 07 minutes 18 seconds East, 189.47 feet; 2) North 56 degrees 02 minutes 20 seconds East, 348.36 feet; 3) North 44 degrees 45 minutes 53 seconds East, 230.56 feet; 4) North 54 degrees 18 minutes 57 seconds West, 317.55 feet; 5) North 77 degrees 42 minutes 49 seconds West, 639.77 feet; 6) North 09 degrees 43 minutes 23 seconds West, 218.35 feet; 7) North 64 degrees 08 minutes 52 seconds East, 784.11 feet; 8) South 87 degrees 19 minutes 38 seconds East, 258.70 feet; 9) South 83 degrees 55 minutes 21 seconds East, 170.22 feet; 10) North 74 degrees 24 minutes 23 seconds East, 509.17 feet to an iron pin on the west margin (30 feet west of centerline) of County Road No. 93, Main Street, (Shorter Station Road as shown on deed), a county gravel road, thence South 33 degrees 02 minutes 15 seconds East, along said margin of road, 1237.14 feet to an iron pin; thence leaving said road, South 11 degrees 45 minutes 55 seconds West, 60.14 feet to an iron pin on the west margin (50 feet west of centerline) of Halla-Bama Drive, a private paved road; thence South 43 degrees 43 minutes 48 seconds West along said margin of road, 840.22 feet to an iron pin on the north line of Wetland Area; thence leaving said road, westerly along the north line of said Wetlands, the following six (6) calls: 1) South 70 degrees 13 minutes 08 seconds West, 34.09 feet; 2) South 60 degrees 37 minutes 08 seconds West, 107.09 feet; 3) South 66 degrees 46 minutes 18 seconds West, 178.59 feet; 4) North 75 degrees 45 minutes 45 seconds West, 417.26 feet; 5) North 58 degrees 01 minute 37 seconds West, 341.36 feet; 6) North 82 degrees 44 minutes 37 seconds West, 345.06 feet to the point of beginning.

The above-described property lies in the SW 1/4 of Section 33, T17N, R21E, Macon County, Alabama, and contains 56.93 acres, more or less.

EXHIBIT 14

Gaming Capital Group
flexible finance solutions

September 22, 2005 **CONFIDENTIAL**

VIA ELECTRONIC MAIL TO: thomasbft@aol.com; gcarr@knology.net;

Mr. Frank Thomas, CEO
Macon County Investments
2113 Allendale Road
Montgomery, Alabama 36111

Dear Frank:

As per our discussion today, the final version of this term sheet is attached. In this version, labeled Version 10, we made the following changes:

1. Overall pricing is reduced to split the difference between your request and my offer.
2. The borrower is simply Macon County Investments
3. Payments are now made in advance, except for the first payment which is due 30 days after opening. The second payment will be due on the first day of the following month.
4. Personal financial information is only required from holders of more than 10% of the equity.
5. We agree to provide you a list of acceptable management companies.
6. Our exclusivity period is now reduced to 45 days, and you agree to use commercially reasonable efforts to close financing in that timeframe.

This represents our discussions today. I look forward to closing this term sheet so we can all focus on making your project a reality.

Sincerely,

Rob Miller

Rob Miller
President, Managing Director

CONFIDENTIAL

Preliminary Term Sheet For Discussion Purposes Only Revision 9

$30,000,000 Gaming Equipment Financing

Project Description

The project will be a 2,000 machine Alabama Charity Bingo electronic bingo facility located in Shorter, Alabama. Gaming Capital Group (GCG) proposes an operating lease for the finance of 2,000 new gaming devices and related equipment totaling up to $30 million.

Please understand this is a proposal and *not a final commitment* and is subject to our customary due diligence which includes final legal and credit review and approval. This is our preliminary proposal to you. The terms can be further refined if necessary to meet your particular needs.

Borrower:	Macon County Investments, Inc.
Guarantor:	Macon County Investments, Inc.
Capital Provider:	Gaming Capital Group or its assigns
Transaction Purpose:	Purchase and financing of new Alabama Charity Bingo Equipment and ancillary systems
Lessor's Capitalized Cost:	Up to $30,000,000 new gaming equipment Final amounts to be determined after review and approval of FF&E budgets and final terms of deal negotiated deal with machine vendor.
Initial Lease Term:	36 Months
Monthly Lease Payment:	Fixed Monthly Payment based on .03353 of Capitalized Cost*: $972,410.54 (paid in advance on the first day of each month) *assuming $29,002,860 million Capitalized Cost based on current quotations.
Purchase Agreement:	Lessee agrees to purchase the equipment for twelve percent (12%) of its original Capitalized Cost at the end of the lease term. If this option is not exercised by providing GCG with 90 days notice prior to the

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end of the lease term, the Agreement will automatically extend for an additional six (6) months ("Renewal Term") at the Monthly Lease Payment.

Early Termination Option:

After 12 Lease Payments have been made on a timely basis, Lessee may terminate the Lease by paying 81% of Lessor's Capitalized Cost. After 24 Lease Payments have been made on a timely basis, Lessee may terminate the Lease by paying 47% of Lessor's Capitalized Cost.

Origination Fee:

2.0% of Capitalized Cost. Paid in four equal payments due on the first day of Month 2, Month 6, Month 12, and Month 18 of the lease.

Remarketing and Service Agreement:

Lessee will enter into an equipment servicing agreement with equipment providers to ensure the proper operation and maintenance of the machines during the term of the Financing. Lessee will secure a Remarketing Agreement from equipment providers to remove and resell the player stations in the event of default. The Remarketing agreement will be assignable to GCG, which shall be a direct party to the Agreement.

Management Consulting:

~~In the event of (1) non-payment by Lessee for more than 30 days after the due date of any payment, and or (2) Lessee's EBITDA falls below two times its monthly debt, lease, and charity payment obligation in any given month, GCG shall have the right to appoint its own management consultant to assist in the project at the expense of Lessee. Further, GCG shall have the right to review and approve project size and scope prior to funding. GCG will waive this requirement if Lessee retains a casino management company acceptable to GCG. Within ten days of project approval by the applicable regulator, GCG will provide Lessee with a list of such companies.~~

Payment Schedule:

First payment is due 30 days after opening. All other payments are due in advance. The second payment will begin the advance payment schedule, and will be due on the first day of the month after the first payment is made (example: Operations

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Confidential Proposal. This document should not be construed as a commitment on the part of Gaming Capital Group to fund a project, but should be viewed as a working document to [illegible]

[redacted]

commence January 15, 2006. First payment due February 15, 2006, second due March 1, 2006). All payments will be made directly to Gaming Capital Group.

Prepayment Provisions:

No prepayment of the Financing is permitted during the term of the Lease, other than if the Early Termination option is selected.

Interest Rate Adjustment Predicate:

The interest rates used to calculate the monthly lease payments are based on current market Treasury rates and may be adjusted no less than 60 days prior to the time of closing if 3-year Treasury rates increase by more than 10 basis points (1/10th of 1%).

Additional Debt:

Any additional debt incurred by Lessee during the term of the lease may not encumber any assets secured by this Lease.

Acceptance and Payment of Costs:

Lessee is responsible for all costs associated with the possession, control, and operation of the Equipment, including but not limited to repair and maintenance expenses, insurance and taxes. Lessees shall keep all Leased Equipment in good working order at all times, and shall operate the equipment daily during the entire period of the Lease. Lessee shall insure the Equipment and name GCG as additional insured.

Administrative Costs:

Lessor will waive administrative costs, including UCC search and filing fees, equipment inspection fees, a documentation fee to offset applicable administrative costs and legal costs including attorneys' fees incurred by Lessor and its assigns in committing and closing the Agreement.

~~Lessee will pay all reasonable legal costs and attorneys' fees in order for the Lessor to enforce the Agreement or this Proposal.~~

Collateral:

GCG and its successors and assigns shall have a first priority perfected security interest in all existing and hereafter acquired assets and stock of the Lessee. This includes revenue of the gaming property, land, facilities, equipment, and licenses of

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[redacted]

	the operation. GCG agrees that it ~~may, in its sole discretion,~~ will accept a secondary interest in the above collateral if required in order for Lessee to obtain project financing. Further, GCG and its successors and assigns shall have a first priority perfected security interest in all equipment provided under this lease.
Anticipated Commencement Date:	GCG and Lessee agree to use commercially reasonable efforts to close financing by November 15, 2005.
Documents:	Our customary and standard financing documents.
Other Costs:	None.
Financial Reporting:	Lessee shall provide GCG any information, including but not limited to monthly operating and financial reports as GCG may reasonably request regarding the project. These will be provided in form and substance acceptable to GCG.
Events of Default:	Provisions will be typical of other similar financings.
Commitment Fee:	No later than 15 days after receipt of a "build out letter" from the applicable regulatory authority, Lessee shall pay GCG a ~~non-refundable~~ Refundable commitment fee of $10,000.00.
	Lessee agrees to provide Lessor with such documentation and financial information (which is true and complete) as may be requested to obtain credit approval, including but not limited to: (1) Bank, Term Debt, Lease and Trade references; (2) Pro Forma financial statement for the project; and ~~(3) Signed corporate income tax returns if year end financial statements are unaudited. and (4)~~ Signed current personal financial statements in a format acceptable to Lessor with signed personal income tax returns for up to the prior three years, if required for only holders of more than 10% of the Lessee's equity. Lessor or any agent designated by Lessor is hereby authorized to make all inquires necessary to verify the accuracy of the information provided and to determine the undersigned's

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creditworthiness. The references furnished to Lessor are authorized and directed to provide Lessor or its agent with information requested by it. Financial data is inherent to the credit approval of the transaction and non-approval due to lack of required financial data or false or incorrect financial data or lack of cooperation by Lessee, will not be construed as a failure to perform on the part of Lessor. ~~Once Lessor's Investment Committee approves this Proposal, all Commitment Fees paid and/or to be paid shall be deemed fully earned, and are non-refundable.~~

Cooperation and Disclosure:

You agree to cooperate with us and provide us with any and all credit and related financial information that we find to be relevant and pertinent in order to allow us to reach an informed credit decision with respect to the proposed transaction. Lessee and each Guarantor warrant that all information submitted to Lessor in considering this transaction is true, correct, and complete. Either your failure or refusal to cooperate, or submission of false, misleading, or incomplete information is grounds for forfeiture of the commitment fee.

Due Diligence:

GCG will conduct three types of due diligence prior to funding. This financing is subject to GCG's sole satisfaction in the results of its due diligence investigation, and the approval of GCG's Investment Committee.

A. Background Investigations. GCG will require Lessee's principal investors and managers to submit to GCG's internal background investigation process, including criminal and financial background investigations. This investigation shall include the capability and experience of the management team.

B. Review of the financial performance of existing venues, as well as completion of a formal market assessment and feasibility study.

C. Regulatory Diligence, including review of existing political situation in Alabama

MC 00146

[redacted]

Acceptance:

If this proposal meets with your acceptance, please indicate the same by initialing each page and counter signing below where indicated.

Please fax the countersigned document (with initials on each page) to us at 702-988-0188. Please then forward to us the original countersigned proposal via overnight mail.

Non-Circumvention of GCG:

Lessee recognizes that GCG will incur significant expenses related to this transaction following execution of this term sheet. As such, Lessee shall provide an equipment financing exclusivity period of 45 days to negotiate Definitive Agreements with GCG. Lessee agrees to use commercially reasonable efforts to close financing within this 45-day period.

For a period of 12 months after the first operational day of the project, Lessor shall have the right of first refusal to provide or arrange any equipment lease financing for Lessee. GCG shall be required to present terms and conditions of financing to Lessee within 15 days of receipt of notice from Lessee that Lessee has found more competitive financing. Lessee shall provide GCG with the following information: Capitalized Cost, Term, Rate Factor, Additional Compensation, other material terms. Terms and conditions of such subsequent financing shall be mutually agreeable to Lessor and Lessee.

Expiration:

This proposal will expire on September 22, 2005 unless properly accepted and returned to us with the required commitment fee on or before the close of business within that time frame.

MC 00147

RM

Disclaimer:

This term sheet is based on preliminary information provided by Lessee and shall be non-binding except for the Non-Circumvention of GCG provision. Final terms and conditions of the contemplated financing shall be subject to, among other things, GCG's due diligence, legal review, including documentation, credit review procedures and approvals customary for a transaction of this type, all in GCG's sole and absolute discretion. You agree to indemnify and hold harmless GCG and their respective officers, directors, employees, affiliates, advisors, agents, and controlling persons from and against any and all losses, claims, damages, and liabilities, whether direct or indirect, or consequential) which any such person bay become subject arising out of or in connection with this Term Sheet. GCG shall not be liable for any indirect or consequential damages of any kind. This term sheet and its terms are submitted on a confidential basis and shall not be disclosed except to Lessees investors, and Legal Counsel of the Company who agree to be bound by such confidentiality arrangement. This Term Sheet shall be governed by the laws of the State of Nevada.

If you are in agreement with the proposal presented above, please sign in the space provided below.

Sincerely,

[signature]

Rob Miller
President, Managing Director

Accepted and Agreed:

By: [signature]
Frank Thomas, President and CEO

9/22/05 3:45 CDT
Date

MC 00148

RM

EXHIBIT 15

Page 1

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF ALABAMA
EASTERN DIVISION
MACON COUNTY INVESTMENTS,)
)
INC.; REACH ONE, TEACH)
)
ONE OF AMERICA, INC.,)
)
Plaintiffs,)
)
-vs-) CASE NO.
)
SHERIFF DAVID WARREN,) 3:06-CV-224-WKW
)
in his official capacity)
)
as the SHERIFF OF MACON)
)
COUNTY, ALABAMA,)
)
Defendant.)

STIPULATIONS

IT IS STIPULATED AND AGREED, by and between the parties through their respective counsel, that the deposition of:

DAVID M. WARREN,

may be taken before Belinda S. Brewster, Commissioner and Notary Public for the State of Alabama at Large, on the 15th day of August, 2006, commencing at approximately 9:10 a.m., at the law offices of Thomas, Means, Gillis & Seay,

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P.C., 3121 Zelda Court, Montgomery, Alabama; said deposition taken pursuant to the Federal Rules of Civil Procedure.

IT IS STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial, or at the time said deposition is offered in evidence, or prior thereto.

In accordance with Rule 5(d) of The Alabama Rules of Civil Procedure, as amended, effective May 15, 1988, I, Belinda S. Brewster, am hereby delivering to Kenneth L. Thomas the original transcript of the oral testimony of David M. Warren taken on the 15th day of August, 2006, along with exhibits.

Please be advised that this is the same and not retained by the Court Reporter, nor filed with the Court.

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APPEARANCES

KENNETH L. THOMAS and RAMADANAH SALAAM-JONES,
Attorneys-at-Law, of the law firm of
THOMAS, MEANS, GILLIS & SEAY, P.C.,
3121 Zelda Court, Montgomery,
Alabama 36106; appearing as counsel
for the Plaintiffs.

GARY A. GRASSO, Attorney-at-Law, of the law firm
of GRASSO DUNLEAVY, P.C., 7020
County Line Road, Suite 100, Burr
Ridge, Illinois 60527; appearing as
counsel for the Plaintiffs.

FRED D. GRAY and FRED D. GRAY, JR.,
Attorneys-at-Law, of the law firm
of GRAY, LANGFORD, SAPP, McGOWAN,
GRAY & NATHANSON, 104 W. Northside
Street, Tuskegee, Alabama 36083;
appearing as counsel for the
Defendant.

ALSO PRESENT:
CHARLANNA SPENCER, SASSER, BOLTON, STIDMAN &
SEFTON, P.C.
GREG A. CARR, SR., Attorney-at-Law

Page 4

APPEARANCES (Cont'd.)

REVEREND WALTER WALKER, REACH ONE, TEACH ONE
FRANK THOMAS, MACON COUNTY INVESTMENTS, INC.

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Q. Returning back to your earlier testimony about -- when you stated early on that you thought that Fred Gray, Sr. was an investor, was that at times during 2003, 2004, 2005 and currently?
MR. GRAY, JR.: You're asking did he think that at that time?
MR. THOMAS: Well, that's what he said, he thought he was an investor.
Q. Isn't that what you testified to, that you thought that Fred Gray, Sr. was an investor in VictoryLand?
MR. GRAY, JR.: That he thought it then? Or that he thinks it now, is your question?
Q. (By Mr. Thomas) Well, then. I'm very specific with the question. When you testified that you thought that Fred Gray, Sr. was an investor in VictoryLand, was that in 2003?
A. No.
Q. 2004?
A. I'm not sure when it was.

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Q. 2005?
A. I said I'm not sure when it was.
Q. 2006. I'm just attempting to refresh your recollection. That's all.
A. Uh-huh (affirmative).
Q. So, you just don't recall?
A. I don't recall when it was.
Q. Have you ever received any personal gift or payment for services or any other monies from Milton McGreggor?
A. No.
Q. You stated earlier that you had received a campaign contribution from VictoryLand and Milton McGreggor.
A. I did not state that I had received a campaign contribution. I stated that I did -- they probably worked on my campaign. I don't know in what capacity though.
Q. So, let me just specifically ask you, have you ever received a campaign contribution from Milton McGreggor?
A. No.
Q. Have you ever received a campaign

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contribution from VictoryLand?
A. No.
Q. Just as a follow-up to your response earlier about you didn't know in what capacity they worked on your campaign, who are you making reference to when you say "they"?
A. There were employees who worked in the field for me who worked on my campaign. Other than that, you know, they carried literature and things like that.
MR. THOMAS: Sheriff, bear with us one second, and we'll see if we can wrap this up. Let me ask -- well, let me see first if he can identify this.
MR. GRAY: It's a check in 2004? It's not -- the campaign had just ended.
MR. THOMAS: Well, I don't know. We don't know. That's why we're asking. This is in '04.
MR. GRAY: That's '04. Is that another one?
MR. THOMAS: That's another one. Let me go ahead and mark this.

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(Whereupon, said document was marked for identification as Plaintiffs' Exhibit No. 13 to the deposition of David M. Warren.)
THE WITNESS: I never received this.
Q. (By Mr. Thomas) Sheriff, if I may, let me show you what has been marked as Plaintiffs' Exhibit 13 --
A. I've never received this.
Q. -- and I'll ask you if you can identify this document?
A. Yes.
Q. You can?
A. I mean, I see it's a check.
Q. Okay. It is paid to the order of David Warren in the amount of the $5,000 and it's dated May 6th, 2004, and it appears to have a signature of a Milton McGreggor.
Are you familiar with the signature of Mr. McGreggor? You can answer.
A. 2004.
Q. That was about a month before you

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did your first amendment to your regulations. You remember on June 2nd, 2004, you did your first amendment. This was about a month before then.

Did you ever receive this check?

A. (No verbal response).

Q. You can answer, sheriff.

A. I don't remember receiving this check.

Q. Okay. You don't ever remember seeing this?

A. I don't remember receiving that.

MR. THOMAS: As a housekeeping chore, all of the exhibits that I have not offered to be admitted and made a part of the sheriff's deposition, I now do so.

MR. GRAY, JR.: Without seeing anything on the back that shows that's been negotiated, we object to the introduction or even the offering of Plaintiffs' 13.

MR. THOMAS: But he said he didn't remember it. So --

MR. GRAY: Do you have the other --

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the back of it?

MR. THOMAS: No.

MR. GRAY, JR.: You don't have the original?

MR. THOMAS: Well, we're not admitting it. He said he couldn't identify it.

MR. GRAY, JR.: Yeah. I'm just asking do you have the original?

MR. THOMAS: I do not.

MR. GRAY, JR.: Okay.

THE WITNESS: I don't remember getting a check.

MR. THOMAS: Well, that's all that matters.

MR. GRAY, JR.: Okay. That's it?

MR. THOMAS: With that and offering all of the exhibits we've offered, we'll now tender the witness.

MR. GRAY, JR.: All right. Thank you.

EXAMINATION BY MR. GRAY, JR.:

Q. Sheriff, I have just a few questions for you. And you've sat in here for

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about the past eight hours or so?

A. Uh-huh (affirmative).

MR. THOMAS: Not including lunch and various breaks.

MR. GRAY, JR: He still had to sit in here.

MR. THOMAS: What?

MR. GRAY, JR.: He's still been sitting in here.

MR. GRASSO: Well --

MR. GRAY, JR.: Well, let me just ask my questions. That's not --

MR. GRASSO: That's fine.

Q. (By Mr. Gray, Jr.) Sheriff, over the course of the time that you have had anything to do with bingo and Macon County, have you treated applicants fairly?

A. I think I have.

Q. And with respect to the applications that you received, have you given each one consideration?

A. Yes.

Q. With respect to applications that

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you received even as early as December of 2003, what's the process?

A. What is the process?

Q. Yes. Do you receive a -- where would people even get the applications?

A. At the sheriff's office.

Q. Okay. And what would you do upon receiving the completed application?

A. We would -- I'd turn it over to Tommy Miller, and he goes through it, makes sure all of the documentation is there and all the things are -- all the required stuff is there.

Q. Okay. And that happens there at the sheriff's office?

A. Yes.

Q. And what was the purpose in promulgating the rules in the very beginning? Why did you even set up any rules?

A. For the regulation of bingo.

Q. All right. Sheriff, at the point when you promulgated the first amended rules, generally speaking, what was your reason for promulgating those amended rules, the rules from

EXHIBIT 16

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA

MACON COUNTY INVESTMENTS, INC.; REACH ONE, TEACH ONE OF AMERICA, INC.,	)	
PLAINTIFFS,	)	
v.	)	**CIVIL ACTION NO.: 3:06-cv-224-WKW**
SHERIFF DAVID WARREN, in his official capacity as the SHERIFF OF MACON COUNTY, ALABAMA,	)	
DEFENDANT.	)	

AFFIDAVIT OF ROBERT RAMSEY

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY)

BEFORE ME, the undersigned authority, a notary public in and for said county and state, personally appeared Robert Ramsey, who is known to me and by me first duly sworn, on oath, deposes and says as follows:

1. My name is Robert Ramsey and I reside in Montgomery, Alabama. I am over the age of nineteen (19) years and competent to give testimony regarding the matters stated herein.

2. I am employed as Chief Operating Officer with Sterling Bank in Montgomery, Alabama. In such capacity, my duties include deposits and loan operations. I have personal knowledge of the facts and matters set forth hereinbelow.

3. I have been provided with a copy of a subpoena prepared on behalf of the

Plaintiffs in the above-styled case and directed to Sterling Bank seeking certain banking records in connection with a check allegedly drawn on the account of a "Milton McGegor", P.O. Box 26065, Tuskegee, Alabama 36083. A copy of this subpoena is attached to this affidavit as Exhibit A. To my knowledge, Sterling Bank was never served with this subpoena and no documents were ever produced by the Bank to the Plaintiffs.

4. I have also reviewed a copy of the check purportedly drawn on the account of a "Milton McGegor", Check No. 004820 in the amount of $5,000 made payable to David Warren and dated May 6, 2004. A copy of this check is attached to this affidavit as Exhibit B.

5. The account number and routing number which would ordinarily appear in the lower left corner of the check have been obliterated.

6. I have consulted the books and records of account of Sterling Bank and am able to testify conclusively and without reservation as follows:

a. No person named "Milton McGegor" has a bank account of any type whatsoever with Sterling Bank nor have they had any such account at the Bank at any time within at least the last seven (7) years.

b. No person named "Milton McGregor" has a bank account of any type whatsoever with Sterling Bank nor have they had any such account at the Bank at any time within at least the last seven (7) years.

c. The check attached to this affidavit is not a true and correct copy of any check drawn on Sterling Bank within at least the last seven (7) years.

Further the Affiant saith not.

ROBERT RAMSEY

Sworn to and subscribed before me on this the 24th day of May, 2007.

[SEAL]

NOTARY PUBLIC
My Commission Expires: 5-22-2010

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA

MACON COUNTY INVESTMENTS, INC. and REACH ONE, TEACH ONE OF AMERICA, INC.,	)
Plaintiffs,	)
v.	)Civil Action No.: 3:06-cv-224-WKW
SHERIFF DAVID WARREN, in his official capacity as the SHERIFF OF MACON COUNTY, ALABAMA,	)
Defendant.	)

RULE 45 SUBPOENA FOR PRODUCTION OF DOCUMENTS

COME NOW the Plaintiffs, Macon County Investments, Inc. and Reach One, Teach One of America, Inc., and hereby invoke Rule 45 of the Federal Rules of Civil Procedure.

Sterling Bank, is hereby requested to produce a copy of the below requested documents to Ramadanah M. Salaam-Jones of Thomas, Means, Gillis, & Seay, P.C., P.O. Drawer 5058, Montgomery, Alabama 36103-5058, within seven days (7) days from the service of this document.

"DOCUMENT" or "DOCUMENTS" shall mean and include writings, printings, records, graphics, photographic or sound reproductions of every type and description, statements by persons, papers, books, letters, tangible things, communications, telegrams, cables, telex messages, memoranda, work papers, transcripts, minutes, labels, sales literature, warnings, reports, records of telephone or other conversations, summaries, studies, analysis, evaluations, contracts, charts, manuals, publications, journals, lists, tabulations, telephone lists or indexes, graphs, diagrams, plans, bills, ledger sheets, transfer tickets or slips, claim forms, correspondence, memoranda of agreement, assignments, license, stenographic or handwritten notes, diaries, notebooks, books of account,

EXHIBIT "A"

orders, invoices, statements, bills, checks (or check stubs or records), vouchers, purchase orders, studies, surveys, charges, analysis, publications, books, periodicals, pamphlets, catalogues, brochures, schedules, circulars, bulletins, notices, instructions, contracts, data sheets, statistical compilations, data processing cards, computer records, tapes and printouts, photographs, drawings, films, pictures, voice recordings, or data stored in any form, every copy of same where the original is not in your possession, custody or control, and every copy of same where such copy contains any commentary of notations whatsoever that does not appear on the original, whether in your possession or control or known by you to exist.

Please produce a certified copy of check number 004820 written on the account of Milton McGregor, P.O. Boax 26065, Tuskegee, AL 36083. (See attached copy of check number 004820). Said copy should also include any and all endorsements.

WHEREFORE PREMISES CONSIDERED, the Plaintiffs respectfully request that this Court shorten the time allowed for responses to its follow-up discover requests to the Defendant.

Respectfully Submitted,

KENNETH L. THOMAS (THO 043)
RAMADANAH M. SALAAM-JONES (SAL 026)

OF COUNSEL:
THOMAS, MEANS, GILLIS & SEAY
3121 Zelda Court (36106)
P.O. Box 5058
Montgomery, Alabama 36103-5058
(334) 270-1033 (phone)
(334) 260-9396 (fax)

GARY A. GRASSO
ADAM R. BOWERS

OF COUNSEL:
GRASSO DUNLEAVY, P.C.
7020 County Line Road
Suite 100
Burr Ridge, Illinois 60527
(630) 654-4500 (phone)
(630) 355-4646 (fax)

Attorneys for the Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following via properly addressed, postage prepaid United States mail, this the ____ day of __________, 2006.

Fred D. Gray
Fred D. Gray, Jr.
GRAY, LANGFORD, SAPP,
MCGOWAN, GRAY & NATHANSON
P.O. Box 830239
Tuskegee, Alabama 36083-0239
(334) 727-4830 (phone)
(334) 727-5877 (fax)

____
OF COUNSEL

Milton McGegor
P.O. Box 26065
Tuskegee. AL 36083

004820

DATE 05/06/2004

PAY TO THE ORDER OF David Warren $ $5000.00

Five Thousand Dollars and 00/100 ---------------- DOLLARS

STERLING BANK
Montgomery AL 36106

FOR

EXHIBIT " B "

EXHIBIT 17

Joe Turnham

Notable Clients and Projects:
Various environmental non-profits in development, strategic consulting including: ***WildSouth; WildLaw; AlaLEAVs; Our Green is Our Gold National Monument Coalition; North Alabama Preservation Coalition.***

Various corporate and governmental/humanitarian clientele including: ***Local Governments Revenue, Inc., Sepracor, Inc., Wilkins Mobile Builders, Inc., Global Peace Initiative, Destination: Gabon, Quest Management Consultants, American Institute for Computer Sciences; Town of Shorter, Alabama Contract Sales, Inc., Redeem the Vote.***

Political career highlights:

- Chairman - Alabama Democratic Party 1995-1998
- Democratic Nominee, U.S. Congress 1998 (42%)
- Democratic Nominee, U.S. Congress 2002 (48.3%)
- Member - Democratic National Committee 1995-1998
- Chairman - Alabama Delegation 1996 Democratic Presidential Convention – Chicago
- Founder, Alabama League of Environmental Action Voters (AlaLEAVs)
- Campaign advisor or manager in over 12 campaigns at the local, state and federal level.

Professional career:

- Sales and Project Manager/Board Director, Alabama Contract Sales, Inc. 1981-1999
- Private consultant 1999-2004; Political leader, candidate, consultant.

Education:

- Attended Samford University, Birmingham 1977-1978
- Graduated Auburn University 1981 with Bachelor of Science Degree – Business Administration - General Business

Personal:

- Born 10-28-59. Lifelong resident of Auburn, Alabama
- Son of (ret.) Rep. Pete Turnham and Kay Turnham
- United Methodist
- Married to Paula Smith Turnham of Tuscaloosa, AL; Daughter, Abby 14 and son Matthew 8; Stepsons - Michael Powell 27 and Peter James 25.

Joe Turnham offers clients and employers an incredible array of services based on a unique set of skills and networks. From the political mechanics of local and national issues to the changing forces shaping public policy in the developing world, Joe has spent the last decade in political, business and charitable leadership in his world travels. Familiar with media pressures and public relations, Joe can help clients communicate difficult topics clearly and effectively.

Joe's work has benefited the smallest of communities like Shorter, Alabama by helping them recruit and land the first major industrial project for Macon County, Alabama in over 30 years – an international tier one auto parts supplier. Joe helped the State of Alabama's environmental community come together to speak with one voice in the political arena by forming and sustaining the first ever 501-c-4 devoted to political elections and lobbying for environmental causes. That organization, AlaLEAVs is currently entering its sixth year of existence.

Joe's awarding winning work as youngest ever Chairman of the Alabama Democratic Party helped stem the tide of party switchers and laid a foundation for a Democratic comeback in 1998 and beyond. Narrowly losing a race for the U.S. Congress in 2002 by less than 3,800 votes, Joe established himself as a tough political player on the national scene and remains a popular political insider in state political circles.

Joe's equal knowledge of the corporate, environmental and non profit realms give him unique insights into helping clients bring new strategies into critical situations that arise and challenge them to 'think outside the box'.

In the past 18 months, Joe has traveled to seven African nations and to India on humanitarian and environmental causes meeting with no less than 4 heads of state on matters of international scope and concern. Most recently, Joe has headed a project called *Destination*: Gabon. Gaining international attention, Joe's efforts are responsible for building the first ecotourism offering for American travel to the African paradise of Gabon. Joe has traveled to Gabon and is currently working with a national consortium on the issue.

Joe's international network of friends and associates give his clients access to some of the world's finest consulting talent and knowledge concerning a diversity of topics - including faith based charitable projects, environmental initiatives, and the development of specialized export-import markets.

Joe's advocacy at the state and local level has built a vast storehouse of goodwill with elected and governmental officials and with consultants that formulate and influence public policy and opinion. Joe's personal values and reputation assure clients that their best interests will be represented whether in the Statehouse, Courthouse or City Council.

Joe Turnham
Range of Strategic Consultative Services

1. **Provide a complete confidential evaluation service for your organization as you consider hiring consultants and lobbyists for your organization.**

    - Provide client with confidential reports as to the effectiveness and costs associated with prospective consultants in the political and governmental affairs realm.
    - Provide clients with confidential follow up reporting as to a consultant's true performance, relationships and standing with decision-makers during their service and after the time consultant is hired to render services.
    - Provide listings and recommendations of potential consultants.

2. **Provide a 'community analysis' and political intelligence at the local level specific to your potential business investments, new project introduction, site selection or the launching of new products/services into a particular community.**

    - Reporting on political climates with local governing bodies as to the propensity for policy or incentive conflict.
    - Informal surveying of local community residents, leaders, elected officials as to the level of acceptance or rejection of such investment.
    - Conducting a 'threats and benefits' analysis for clients with regards to new projects or investments.

3. **Provide exclusive 'environmental reaction assessments' as it relates to the potential reactions and outcomes or behavior and political potency by local activists, organizations to a specific project or company.**

    - Develop strategies to positively engage local activists prior to announcing projects in order to create 'win-win' scenarios for business and communities.
    - Bring appropriate legal, technical, and governmental expertise into a project to interface with local environmental proponents.
    - Offer public relations options for such activities.
    - Provide an internal assessment of your organization's true environmental intelligence and sensitivities as it relates to corporate environmental responsibility and devise plans/strategies to improve and promote this to the public.

4. **Economic development strategies and consulting services for communities of less than 10,000 in population.**

- Provide the services of an economic developer for communities that are too small for a full time staff person.
- Design websites for small communities with an emphasis towards economic development presence on the web.
- Facilitate a community's interface with the appropriate state and federal agencies responsible for grants and infrastructure.
- Help a community to develop a marketing/media strategy to showcase current town assets.
- Assist a community in applying for grants and awards.

5. **Provide strategic consulting, counseling and oversight for political candidates, organizations, or associations during an election cycle or between election cycles.**

    - Provide services as the general political strategist to develop messages, outcomes, targeting and election budgets.
    - Advise, screen, and vet potential campaign managers, field personnel, and media consultants.
    - Help campaigns and organizations understand and reach out to non-traditional voter groups such as evangelicals, organized labor, minority voter groups.

6. **Crisis management services for corporations, high profile individuals, political campaigns, cities, counties.**

    - Prior to or at the onset of an unexpected occurrence or political/public relations crisis - counsel and build sound reaction strategies to minimize fallout to the organization or candidate and to use the event to get back onto a solid course of action.
    - Interface with media at all levels in responding to the crisis including press releases and selecting appropriate spokespersons for given situations, as well as actively seeking media opportunities for the client to tell their story.
    - Develop and enact positive and truthful campaigns within an organization to properly inform supporters, stockholders, customers, suppliers, clients of the true nature of the crisis and how you will react.
    - Interface with elected officials, other decision makers and community leaders to appropriately communicate your side of the story and to salvage valuable good will and relationships.

7. **Special project screening services for foundations, large givers or non-profits as it relates to in-depth review and highly confidential analysis of potential giving opportunities.**

- Screen potential recipients through a special vetting process that would include interviews, web research, and special political intelligence, including physical inspection of projects anywhere in the world.
- Gathering non profit reports and conducting web searches for any media or information available in the public domain pertaining to a cause.
- Special accommodation for large givers and high net-worth individuals to protect identity and source of search.
- Use of a national and international network of resources to accurately gauge the most effective impact of your potential gift.
- Identify strengths and weaknesses of organizations/causes.
- Identify other causes with similar or superior impacts.
- Determine the highest impact and most economical use of your potential donation for an intended purpose.

8. **Traditional governmental affairs services at the state and local level.**

- Traditional legislative monitoring including updates to your organization of the listings of bills, resolutions, and motions that affect your organization.
- Interface with elected officials as directed on behalf of your cause or issue.
- Provide you with a direct presence for your organization in the legislature or in front of a county commission, city council or public agency on policy matters.
- Determine best strategies for protecting your interests or forwarding your strategy in the public realm.

9. **Providing economic and political intelligence and reporting on the developing world as it relates to corporate, non-profit, or tourism activities.**

- Provide small or emerging companies with in-depth political and social intelligence of the benefits and risks of doing business in particular countries or regions.
- Provide non-profits or donors with specific reporting as it relates to countries or regions.
- Give potential world travelers true risk and sightseeing observations as it relates to particular countries or regions.
- Provide direct intervention and crisis management on behalf of an organization or individual with appropriate authorities in a developing world nation.

Proposal for Consultative Services To New L.L.C. in Shorter, Alabama

January 27, 2005

Response to your request for consultative services for the next four months, I offer a specific proposal to you in the 4 areas below:

1. Conceive and design strategies for the client in the charity bingo licensure process with respect to the current political and regulatory environment in Macon County - including necessary interface with appropriate authorities and leaders on your behalf

2. Design and implement a grassroots strategy and professional public relations campaign that will educate and inform the public in Macon County and to marshal/coordinate the efforts of certain charities and local community leaders as to the importance of fairness, openness, and competition in the area of charity bingo in Macon County

3. Register and perform services as a lobbyist for a new LLC that will monitor legislative and political activities, lobby the Alabama Legislature and Governor, and to coordinate governmental action on behalf of certain entity/entities concerned with charity bingo fairness and competition in Macon County

4. To provide general advice on any range of reasonable subjects whether listed or not and be available for calls, meetings as needed for a period of 4 months as directed by the client

Specific tasks and timelines earliest start/success dates (activities will continue for the duration of 4 months if necessary):

- To seek and provide credible-professional research, economic data, and findings by professionals as to the what benefits the new charity bingo facilities being proposed will have on local employment, tax revenue, schools, healthcare, etc. This data will then be condensed into readable facts and materials to be disseminated to public - not limited to…Power-point, pamphlets, local cable programming, phone calls, targeted direct mail, newspaper ads, signs and posters

  2 WEEKS

- Organize charities of new entities, inform them and direct them in the dissemination of information and materials and public advocacy as part of the LLC.

  2-3 WEEKS
- Employ 2 county wide team leaders to execute plans and to interface with local leaders and community charities, etc.

  1 WEEK
- Plan at least two county wide events with speakers, food, and materials for the charities

  3-4 WEEKS
- Plan for at least two chartered buses/lunches for legislative lobbying

  2-6 WEEKS
- Produce and place local ads in the Tuskegee News

  2-4 WEEKS
- Sponsor two local TV shows

  2-3 WEEKS
- Secure latest voter file data with demographic targeting for Macon Co

  1 WEEK
- 3,000 pieces direct targeted mail

  2-3 WEEKS
- 3,000 automated telephone calls

  2-3 WEEKS
- Subscribe to daily monitoring bulletins of all legislative activities involving our issues and fax weekly activity reports to client

  1 WEEK
- Employ no less than two part-time lobbying assistants to aid me in the monitoring and lobbying of these issues. Lobbyists will register under Joe Turnham

  1 WEEK
- All personal in state travel included for Joe Turnham

  1 WEEK
- Sponsorship of various legislative caucus meetings/maintain an active political presence in the upcoming special elections for the cause

  2-6 WEEKS

Cost, timeline, duration, reports to clients limitations, terms:

Total Inclusive Cost of Items above - $100,000.00

Expenses: includes those listed herein such as field work, literature, advertising, lobbying assistants not to exceed $35,000 of the $100,000 total.

Duration of the activities of this proposal will be four months

Payment of the $100,000 will be upfront and in full to Joe Turnham

No less than weekly written activity reports will be given to client

Daily phone accounting of activities will be available to client

Full disclosure of expenses related to the project will be given to date

Work will begin immediately upon mutual agreement and payment of the fee

Note: It will be imperative for Joe Turnham to exercise due diligence in taking leave of absence, resignation or garnering full approval of his activities with the Town of Shorter prior to beginning these activities in the interests of full disclosure and ethics

No guarantee of outcome, securing of licenses or the passage or defeat of legislation can be assured as a part of this agreement, although every best effort to achieve objectives can be made

EXHIBIT 18

0000260121 REACH ONE TEACH Transaction Summary

03/07/2007

Post Date	ID	Eff Date	Transaction	Balance Chg	Int/Pnlty	Fees	New Balance	Description/Pmt	Prev Available
03/07/2007	S 01	03/07/2007	Cash Withdrawal	-500.00	0.00	0.00	13.64		
03/07/2007	S 01	03/07/2007	Check 00 656608 Disbursed 1,000.00						508.64
03/07/2007	S 01	03/07/2007	Check Withdra...	-1,000.00	0.00	0.00	513.64		
03/07/2007	S 01	03/07/2007	Check Received 1,500.00						1,508.64
03/07/2007	S 01	03/07/2007	Check Deposit	1,500.00	0.00	0.00	1,513.64		
01/26/2007	S 01	01/26/2007	WIRE FEE						8.64
01/26/2007	S 01	01/26/2007	Withdrawal	-12.00	0.00	0.00	13.64		
01/26/2007	S 01	01/26/2007	WIRE OUT						20.64
01/26/2007	S 01	01/26/2007	Withdrawal	-980.00	0.00	0.00	25.64		
01/25/2007	S 01	01/25/2007	WIRE IN						1,000.64
01/25/2007	S 01	01/25/2007	Deposit	1,000.00	0.00	0.00	1,005.64		
01/23/2007	S 01	01/23/2007	Wire Fee						0.64
01/23/2007	S 01	01/23/2007	Withdrawal	-12.00	0.00	0.00	5.64		
01/23/2007	S 01	01/23/2007	Wire Out						12.64
01/23/2007	S 01	01/23/2007	Withdrawal	-398.00	0.00	0.00	17.64		
01/19/2007	S 01	01/19/2007	Check Received 400.00						410.64
01/19/2007	S 01	01/19/2007	%% Check hold release 02/01/07		400.00				
01/19/2007	S 01	01/19/2007	Check Deposit	400.00	0.00	0.00	415.64		10.64
01/01/2007	S 01	01/01/2007	%% APY Earned 1.28% 10/01/06 to 12/31/06						
01/01/2007	S 01	01/01/2007	Dividend Deposit	0.05	0.00	0.00	15.64	1.250%	10.59

MC 00323

MAX Your Community CREDIT UNION!
P.O. Box 244040
Montgomery, AL 36124-4040
Tel: 334-260-2600 or 1-800-776-6776
myMAX.com

Make your money work smarter and harder for your future with INVESTMAX. Your personal INVESTMAX Consultant can help with tax-advantage investing, retirement planning, and even college planning.

Contact INVESTMAX today at 334.394.2222.

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REACH ONE TEACH ONE OF AM
211 OSLIN DR
TUSKEGEE AL 36083-2312

9

Membership Account Number	Statement Period	Page
260121	10/01/2006 - 12/31/2006	1

Statement Summary

Account Description	Account ID	Opening Balance	Total Credits	Total Debits	Ending Balance	YTD Dividends
PRIMARY SHARE	01	15.54	0.05	0.00	15.59	1.27
Total Ending Balance					15.59	1.27

Please note : Loan credits reflect only the principal portion of your payment.

Statement Detail

PRIMARY SHARE - 01

Joint Owner : CORNELIA WALKER
Joint Owner : WALTER WOODARD WALKER

Effective Date	Transaction	Deposits	Withdrawals	Balance
10/01/06	Balance Forward			15.54
10/01/06	Deposit Dividend 1.250% 1.280% 07/01/2006 to 09/30/2006	0.05		15.59
12/31/06	Ending Balance			15.59
	A 1.250% Dividend of $0.05 will be posted on 01/01/2007			

MC 00324

Your savings federally insured to at least $100,000 and backed by the full faith and credit of the United States Government
NCUA
National Credit Union Administration, a U.S. Government Agency

MEMBER'S STATEMENT OF ACCOUNT

STATEMENT PERIOD
FROM 07/01/06 THROUGH 09/30/06

MEMBER 260121 PAGE 1

Your Community CREDIT UNION! MAX
P.O. Box 244040
Montgomery, AL 36124-4040
Tel: 334-260-2600 or 1-800-776-6776
www.myMAX.com

REACH ONE TEACH ONE OF AM 9
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TUSKEGEE AL 36083-2312

Relax with a **MAX Tax-Saver Loan,** a home equity line of credit at **4.99%** Annual Percentage Rate with **NO Closing Costs,** and **NO Annual Fee.** Apply online at ***myMAX.com*** and enjoy your Tax-Saver Loan for a family vacation, home improvement project, education expenses, or even a vehicle purchase.

PLEASE NOTIFY US IMMEDIATELY IF THE ABOVE ADDRESS IS INCORRECT

Summary of Accounts on this Statement

ACCOUNTS:	NUMBER	BALANCE	Y-T-D DIV
PRIMARY SHARE	260121-01	$15.54	1.22
TOTAL ACCOUNTS		$15.54	1.22

=====**PRIMARY SHARE=====================ACCOUNT NUMBER: 260121-01=============

JOINT OWNER: CORNELIA WALKER
JOINT OWNER: WALTER WOODARD WALKER

Balance Summary

BEGINNING BALANCE	+	TOTAL CREDITS	-	TOTAL DEBITS	=	ENDING BALANCE
$15.49		$0.05		$0.00		$15.54

Account Activity By Date Posted

EFFECTIVE DATE	TRANSACTION DATE	DESCRIPTION	AMOUNT	BALANCE
	07/01/06	Balance Forward		15.49
07/01	07/01/06	Deposit Dividend 1.250% Annual Percentage Yield Earned 1.300% From 04/01/06 Through 06/30/06	0.05	15.54
	09/30/06	Ending Balance		15.54

$1.22 = YTD DIVIDENDS PAID
A 1.250% Dividend of $0.05 will be posted on 10/01/06

MC 00325

MEMBER'S STATEMENT OF ACCOUNT

STATEMENT PERIOD
FROM 04/01/06 THROUGH 06/30/06

MEMBER 260121 PAGE 1

Your Community CREDIT UNION! MAX
P.O. Box 244040
Montgomery, AL 36124-4040
Tel: 334-260-2600 or 1-800-776-6776
www.myMAX.com

REACH ONE TEACH ONE OF AM
211 OSLIN DR
TUSKEGEE AL 36083-2312

Low payments. No Hassle Mortgages. APPLY Online for your MAX Mortgage!
MAX is sure to have a mortgage product to fit your lifestyle and budget. You can get your mortgage approved in minutes, rather than days or weeks! MAX offers these great mortgage products ONLINE: 15 to 40-Yr Fixed Rate First Mortgages, Adjustable Rate First Mortgages w/ Fixed Rates Up to 10 Years, Conventional Loans, Financing for Primary, Secondary, and Rental Properties.
APPLY ONLINE at myMAX.com

PLEASE NOTIFY US IMMEDIATELY IF THE ABOVE ADDRESS IS INCORRECT

Summary of Accounts on This Statement

ACCOUNTS:	NUMBER	BALANCE	Y-T-D DIV
PRIMARY SHARE	260121-01	$15.49	1.17
TOTAL ACCOUNTS		$15.49	1.17

=====**PRIMARY SHARE=====================ACCOUNT NUMBER: 260121-01============

JOINT OWNER: CORNELIA WALKER
JOINT OWNER: WALTER WOODARD WALKER

Balance Summary

BEGINNING BALANCE	+	TOTAL CREDITS	-	TOTAL DEBITS	=	ENDING BALANCE
$14.37		$6,001.12		$6,000.00		$15.49

Account Activity By Date Posted

EFFECTIVE DATE	TRANSACTION DATE	DESCRIPTION	AMOUNT	BALANCE
	04/01/06	Balance Forward		14.37
04/01	04/01/06	Deposit Dividend 1.250%	1.12	15.49
		Annual Percentage Yield Earned 1.250%		
		From 01/01/06 Through 03/31/06		
04/04	04/04/06	Deposit by Check	6,000.00	6,015.49
04/04	04/04/06	Withdrawal by Check	5,992.00-	23.49
		Check 00 613596 Disbursed 2,000.00		
		Check 00 613597 Disbursed 2,000.00		
		Check 00 613598 Disbursed 2,000.00		
04/04	04/04/06	Withdrawal	8.00-	15.49
	06/30/06	Ending Balance		15.49

$1.17 = YTD DIVIDENDS PAID
A 1.250% Dividend of $0.05 will be posted on 07/01/06

MC 00326

MEMBER'S STATEMENT OF ACCOUNT

Your Community CREDIT UNION! MAX
P.O. Box 244040
Montgomery, AL 36124-4040
Tel: 334-260-2600 or 1-800-776-6776
www.myMAX.com

STATEMENT PERIOD
FROM 01/01/06 THROUGH 03/31/06

MEMBER 260121 PAGE 1

REACH ONE TEACH ONE OF AM
211 OSLIN DR
TUSKEGEE AL 36083-2312

Do a little spring-cleaning with a MAX loan.
MAX offers loans for all of your needs - Autos, Boats, Recreational Vehicles, Motorcycles, Credit Cards, First and Second Mortgages, Home Equity Lines of Credit, Student Loans, Signature and Share Loans and much more! Visit any of our locations or log onto *myMAX.com* to get started on your spring project.

PLEASE NOTIFY US IMMEDIATELY IF THE ABOVE ADDRESS IS INCORRECT

Summary of Accounts for this Statement

ACCOUNTS:	NUMBER	BALANCE	Y-T-D DIV
PRIMARY SHARE	260121-01	$14.37	0.05
TOTAL ACCOUNTS		$14.37	0.05

=====**PRIMARY SHARE=====================ACCOUNT NUMBER: 260121-01===============

JOINT OWNER: CORNELIA WALKER
JOINT OWNER: WALTER WOODARD WALKER

Balance Summary

BEGINNING BALANCE	+	TOTAL CREDITS	-	TOTAL DEBITS	=	ENDING BALANCE
$14.32		$10,500.05		$10,500.00		$14.37

Account Activity By Date Posted

EFFECTIVE DATE	TRANSACTION DATE	DESCRIPTION	AMOUNT	BALANCE
	01/01/06	Balance Forward		14.32
01/01	01/01/06	Deposit Dividend 1.250%	0.05	14.37
		Annual Percentage Yield Earned 1.390%		
		From 10/01/05 Through 12/31/05		
03/17	03/17/06	Deposit by Check	10,500.00	10,514.37
03/20	03/20/06	Withdrawal by Check	2,000.00-	8,514.37
		Check 00 611490 Disbursed 2,000.00		
03/20	03/20/06	Withdrawal by Check	4.00-	8,510.37
03/20	03/20/06	Withdrawal by Check	2,004.00-	6,506.37
		Check 00 611491 Disbursed 2,000.00		
03/20	03/20/06	Withdrawal by Check	2,004.00-	4,502.37
		Check 00 611492 Disbursed 2,000.00		
03/20	03/20/06	Withdrawal by Check	2,004.00-	2,498.37
		Check 00 611493 Disbursed 2,000.00		
03/20	03/20/06	Withdrawal by Check	2,004.00-	494.37
		Check 00 611494 Disbursed 2,000.00		
03/20	03/20/06	Withdrawal	480.00-	14.37
	03/31/06	Ending Balance		14.37

$0.05 = YTD DIVIDENDS PAID
A 1.250% Dividend of $1.12 will be posted on 04/01/06

MC 00327

MEMBER'S STATEMENT OF ACCOUNT

Your Community CREDIT UNION! MAX
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Montgomery, AL 36124-4040
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www.myMAX.com

STATEMENT PERIOD
FROM 10/01/05 THROUGH 12/31/05

MEMBER 260121 PAGE 1

Purchase a MAX RECLAIMED vehicle with financing as low as 1% APR! View and bid online at *myMAX.com*. For qualified borrowers and certain restrictions apply. Reclaimed vehicles must be purchased at or above fair market value as determined by MAX to receive the 1% annual percentage rate.

REACH ONE TEACH ONE OF AM 9
211 OSLIN DR
TUSKEGEE AL 36083-2312

PLEASE NOTIFY US IMMEDIATELY IF THE ABOVE ADDRESS IS INCORRECT

Summary of Accounts on this Statement

ACCOUNTS:	NUMBER	BALANCE	Y-T-D DIV
PRIMARY SHARE	260121-01	$14.32	0.16
TOTAL ACCOUNTS		$14.32	0.16

=====**PRIMARY SHARE=====================ACCOUNT NUMBER: 260121-01=============

JOINT OWNER: CORNELIA WALKER
JOINT OWNER: WALTER WOODARD WALKER

Balance Summary

BEGINNING BALANCE	+	TOTAL CREDITS	-	TOTAL DEBITS	=	ENDING BALANCE
$14.28		$0.04		$0.00		$14.32

Account Activity By Date Posted

EFFECTIVE DATE	TRANSACTION DATE	DESCRIPTION	AMOUNT	BALANCE
	10/01/05	Balance Forward		14.28
10/01	10/01/05	Deposit Dividend 1.250% Annual Percentage Yield Earned 1.120% From 07/01/05 Through 09/30/05	0.04	14.32
	12/31/05	Ending Balance		14.32

$0.16 = YTD DIVIDENDS PAID
A 1.250% Dividend of $0.05 will be posted on 01/01/06

MC 00328

MEMBER'S STATEMENT OF ACCOUNT

Your Community CREDIT UNION! MAX
P.O. Box 244040
Montgomery, AL 36124-4040
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www.maxfcu.com

STATEMENT PERIOD
FROM 07/01/05 THROUGH 09/30/05

MEMBER 260121 PAGE 1

Apply for the Same Great Ratesfor NEW and USED Cars EVERYDAY at MAX! New car rates are also good to REFINANCE your current used car loan financed through any other financial institution. MAX will also MATCH or BEAT the rates of any other local financial institution or give you $100. Get $50 just for being pre-approved. For more details call the MAX Telephone Service Center at 271-7171 or 800-776-6776 or apply online at maxfcu.com. All offers are for qualified borrowers, certain restrictions apply, and manufacturer financing excluded from this offer. Offer ends 11/30/05.

REACH ONE TEACH ONE OF AM 9
211 OSLIN DR
TUSKEGEE AL 36083-2312

PLEASE NOTIFY US IMMEDIATELY IF THE ABOVE ADDRESS IS INCORRECT

Summary of Accounts on this Statement

ACCOUNTS:	NUMBER	BALANCE	Y-T-D DIV
PRIMARY SHARE	260121-01	$14.28	0.12
TOTAL ACCOUNTS		$14.28	0.12

=====**PRIMARY SHARE=====================ACCOUNT NUMBER: 260121-01=============

JOINT OWNER: CORNELIA WALKER
JOINT OWNER: WALTER WOODARD WALKER

Balance Summary

BEGINNING BALANCE	+	TOTAL CREDITS	-	TOTAL DEBITS	=	ENDING BALANCE
$14.24		$0.04		$0.00		$14.28

Account Activity By Date Posted

EFFECTIVE DATE	TRANSACTION DATE	DESCRIPTION	AMOUNT	BALANCE
	07/01/05	Balance Forward		14.24
07/01	07/01/05	Deposit Dividend 1.250%	0.04	14.28
		Annual Percentage Yield Earned 1.130%		
		From 04/01/05 Through 06/30/05		
	09/30/05	Ending Balance		14.28

$0.12 = YTD DIVIDENDS PAID
A 1.250% Dividend of $0.04 will be posted on 10/01/05

MC 00329

MEMBER'S STATEMENT OF ACCOUNT

STATEMENT PERIOD
FROM 04/01/05 THROUGH 06/30/05

MEMBER 260121 PAGE 1

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211 OSLIN DR
TUSKEGEE AL 36083-2312

REFINANCE your auto or boat and **SAVE BIG at MAX!** Apply for our low refinance rate. We will **MATCH or BEAT** the rates of any local institution or we will give you **$100!** Call the **MAX Contact Center at 271-7171**, apply for a **90-second loan answer** at www.maxfcu.com or stop by a **MAX branch** TODAY! For qualified borrowers and certain restrictions apply.

PLEASE NOTIFY US IMMEDIATELY IF THE ABOVE ADDRESS IS INCORRECT

Summary of Accounts on this Statement

ACCOUNTS:	NUMBER	BALANCE	Y-T-D DIV
PRIMARY SHARE	260121-01	$14.24	0.08
TOTAL ACCOUNTS		$14.24	0.08

=====**PRIMARY SHARE=====================ACCOUNT NUMBER: 260121-01=============

JOINT OWNER: CORNELIA WALKER
JOINT OWNER: WALTER WOODARD WALKER

Balance Summary

BEGINNING BALANCE	+	TOTAL CREDITS	-	TOTAL DEBITS	=	ENDING BALANCE
$14.20		$0.04		$0.00		$14.24

Account Activity By Date Posted

EFFECTIVE DATE	TRANSACTION DATE	DESCRIPTION	AMOUNT	BALANCE
	04/01/05	Balance Forward		14.20
04/01	04/01/05	Deposit Dividend 1.250%	0.04	14.24
		Annual Percentage Yield Earned 1.150%		
		From 01/01/05 Through 03/31/05		
	06/30/05	Ending Balance		14.24

$0.08 = YTD DIVIDENDS PAID
A 1.250% Dividend of $0.04 will be posted on 07/01/05

MC 00330

MEMBER'S STATEMENT OF ACCOUNT

STATEMENT PERIOD
FROM 01/01/05 THROUGH 03/31/05

MEMBER 260121 PAGE 1

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Montgomery, AL 36124-4040
Tel: 334-260-2600 or 1-800-776-6776
www.maxfcu.com

Shopping for a car? Visit the **MAX Preferred Dealer SUPER SALE on April 16th from 9 am- 4 pm!** 15 Tri-County dealerships will offer special deals to **ALL MAX Members.** Log on to www.maxfcu.com and watch your mailboxes for more details!

REACH ONE TEACH ONE OF AM
211 OSLIN DR
TUSKEGEE AL 36083-2312

PLEASE NOTIFY US IMMEDIATELY IF THE ABOVE ADDRESS IS INCORRECT

Summary of Accounts Statement

ACCOUNTS:	NUMBER	BALANCE	Y-T-D DIV
PRIMARY SHARE	260121-01	$14.20	0.04
TOTAL ACCOUNTS		$14.20	0.04

=====**PRIMARY SHARE=====================ACCOUNT NUMBER: 260121-01=============

JOINT OWNER: CORNELIA WALKER
JOINT OWNER: WALTER WOODARD WALKER

Balance Summary

BEGINNING BALANCE	+	TOTAL CREDITS	-	TOTAL DEBITS	=	ENDING BALANCE
$14.16		$0.04		$0.00		$14.20

Account Activity By Date Posted

EFFECTIVE DATE	TRANSACTION DATE	DESCRIPTION	AMOUNT	BALANCE
	01/01/05	Balance Forward		14.16
01/01	01/01/05	Deposit Dividend 1.250%	0.04	14.20
		Annual Percentage Yield Earned 1.130%		
		From 10/01/04 Through 12/31/04		
	03/31/05	Ending Balance		14.20

$0.04 = YTD DIVIDENDS PAID
A 1.250% Dividend of $0.04 will be posted on 04/01/05

MC 0033

** NON-TRANSFERABLE

MEMBER'S STATEMENT OF ACCOUNT

STATEMENT PERIOD
FROM 10/01/04 THROUGH 12/31/04

MEMBER 260121 PAGE 1

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211 OSLIN DR
TUSKEGEE AL 36083-2312

9 Cut costs - **Get 2% Cash Back up to $100** when you transfer balances to the MAX VISA Platinum card. The MAX VISA Platinum has a low **7.9% APR with NO ANNUAL FEE!**

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Summary of Accounts on this Statement

ACCOUNTS:	NUMBER	BALANCE	Y-T-D DIV
PRIMARY SHARE	260121-01	$14.16	0.16
TOTAL ACCOUNTS		$14.16	0.16

=====**PRIMARY SHARE=====================ACCOUNT NUMBER: 260121-01==============

JOINT OWNER: CORNELIA WALKER
JOINT OWNER: WALTER WOODARD WALKER

Balance Summary

BEGINNING BALANCE	+	TOTAL CREDITS	-	TOTAL DEBITS	=	ENDING BALANCE
$14.12		$0.04		$0.00		$14.16

Account Activity By Date Posted

EFFECTIVE DATE	TRANSACTION DATE	DESCRIPTION	AMOUNT	BALANCE
	10/01/04	Balance Forward		14.12
10/01	10/01/04	Deposit Dividend 1.250% Annual Percentage Yield Earned 1.130% Purchased: 07/01/04 Maturity: 09/30/04	0.04	14.16
	12/31/04	Ending Balance		14.16

$0.16 = YTD DIVIDENDS PAID
A 1.250% Dividend of $0.04 will be posted on 01/01/05

MC 00332

MEMBER'S STATEMENT OF ACCOUNT

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STATEMENT PERIOD
FROM 07/01/04 THROUGH 09/30/04

MEMBER 260121 PAGE 1

REACH ONE TEACH ONE OF AM 9
211 OSLIN DR
TUSKEGEE AL 36083-2312

Get loan answers in **90 seconds** 24 hours a day, seven days a week at **www.maxfcu.com.**
Go to www.maxfcu.com and click on the loan application button. It's just that simple! The average time to complete the application is only 3 minutes. MAX offers 90-second loans for autos, boats, credit cards, recreational vehicles, motorcycles, home equity, secured and unsecured loans. Give 90-second loan answers a try **TODAY!**

PLEASE NOTIFY US IMMEDIATELY IF THE ABOVE ADDRESS IS INCORRECT

Summary of Accounts on this Statement

ACCOUNTS:	NUMBER	BALANCE	Y-T-D DIV
PRIMARY SHARE	260121-01	$14.12	0.12
TOTAL ACCOUNTS		$14.12	0.12

=====**PRIMARY SHARE========================ACCOUNT NUMBER: 260121-01==============

JOINT OWNER: CORNELIA WALKER
JOINT OWNER: WALTER WOODARD WALKER

Balance Summary

BEGINNING BALANCE	+	TOTAL CREDITS	-	TOTAL DEBITS	=	ENDING BALANCE
$14.11		$0.01		$0.00		$14.12

Account Activity By Date Posted

EFFECTIVE DATE	TRANSACTION DATE	DESCRIPTION	AMOUNT	BALANCE
	07/01/04	Balance Forward		14.11
07/01	07/01/04	Deposit Dividend 1.000%	0.01	14.12
		Annual Percentage Yield Earned 0.870%		
		Purchased: 06/01/04 Maturity: 06/30/04		
	09/30/04	Ending Balance		14.12

$0.12 = YTD DIVIDENDS PAID
A 1.250% Dividend of $0.04 will be posted on 10/01/04

MC 00333

MEMBER'S STATEMENT OF ACCOUNT

STATEMENT PERIOD
FROM 06/01/04 THROUGH 06/30/04

MEMBER 260121 PAGE 1

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TUSKEGEE AL 36083-2312

Vacation with a **MAX VISA Platinum Card!** Now with a **low 7.9% APR** with **no annual fee** and **no transfer fees. Apply now Online at www.maxfcu.com and receive an answer in 90 seconds!** Or call 334-279-1122 or 1-800-279-7535 to apply! The MAX VISA Platinum Card is one smart move. For qualified borrowers.

PLEASE NOTIFY US IMMEDIATELY IF THE ABOVE ADDRESS IS INCORRECT

Summary of Accounts on this Statement

ACCOUNTS:	NUMBER	BALANCE	Y-T-D DIV
PRIMARY SHARE	260121-01	$14.11	0.11
TOTAL ACCOUNTS		$14.11	0.11

=====**PRIMARY SHARE=====ACCOUNT NUMBER: 260121-01=====

JOINT OWNER: CORNELIA WALKER
JOINT OWNER: WALTER WOODARD WALKER

Balance Summary

BEGINNING BALANCE	+	TOTAL CREDITS	-	TOTAL DEBITS	=	ENDING BALANCE
$14.11		$0.00		$0.00		$14.11

Account Activity By Date Posted

EFFECTIVE DATE	TRANSACTION DATE	DESCRIPTION	AMOUNT	BALANCE
	06/01/04	Balance Forward		14.11
	06/30/04	Ending Balance		14.11

$0.11 = YTD DIVIDENDS PAID
A 1.000% Dividend of $0.01 will be posted on 07/01/04

MC 00334

D 07

** NON - TRANSFERABLE

MEMBER'S STATEMENT OF ACCOUNT

STATEMENT PERIOD
FROM 04/01/04 THROUGH 05/31/04

MEMBER 260121 PAGE 1

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www.maxfcu.com

MAX FEDERAL CREDIT UNION

REACH ONE TEACH ONE OF AM 90
211 OSLIN DR
TUSKEGEE AL 36083-2312

WE APPRECIATE YOUR PATIENCE DURING THESE FIRST DAYS OF OUR COMPUTER CONVERSION. PLEASE NOTE: YOUR STATEMENT INCLUDES YOUR APRIL AND MAY TRANSACTIONS.

PLEASE NOTIFY US IMMEDIATELY IF THE ABOVE ADDRESS IS INCORRECT

-- Summary of Accounts on this Statement --

ACCOUNTS:	NUMBER	BALANCE	Y-T-D DIV
**SHARE ACCOUNT	260121	$14.11	.11
TOTAL ACCOUNTS		$14.11	.11

=====**SHARE ACCOUNT======================ACCOUNT NUMBER: 260121=============
JOINT OWNERS: REACH ONE TEACH ONE OF AM
CORNELIA WALKER
WALTER WOODARD WALKER

-- Balance Summary --

BEGINNING BALANCE	+ TOTAL CREDITS	- TOTAL DEBITS	= ENDING BALANCE
$14.05	.06	.00	$14.11

-- Account Activity By Date Posted --

EFFECTIVE DATE	TRANSACTION DATE	DESCRIPTION	AMOUNT	BALANCE
	4/01/04	BEGINNING BALANCE		14.05
	4/01/04	DIVIDEND PAYMENT	0.04	14.09
		ANNUAL PERCENTAGE YIELD EARNED 1.16% - RATE IS 1.000%		
5/01	5/31/04	DIVIDEND PAYMENT	0.01	14.10
		ANNUAL PERCENTAGE YIELD EARNED 0.87% - RATE IS 1.000%		
6/01	5/31/04	DIVIDEND PAYMENT	0.01	14.11
		ANNUAL PERCENTAGE YIELD EARNED 0.84% - RATE IS 1.000%		
	5/31/04	ENDING BALANCE		14.11

$.11 = YTD DIVIDENDS PAID

MC 00335

E 07

** NON - TRANSFERABLE

H 05

** NON - TRANSFERABLE

MEMBER'S STATEMENT OF ACCOUNT

STATEMENT PERIOD
FROM 01/01/04 THROUGH 03/31/04

MEMBER 260121 PAGE 1

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www.maxfcu.com

MAX FEDERAL CREDIT UNION

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BOATS, RV'S, MOTORCYCLES, PWC, & AUTOS CAN BE YOURS THIS SPRING WITH MAX'S EVERYDAY LOW LOAN RATES! MAKE ONE SMART MOVE BY CALLING 271-7171 OR APPLY ONLINE AT WWW.MAXFCU.COM

PLEASE NOTIFY US IMMEDIATELY IF THE ABOVE ADDRESS IS INCORRECT

-- Summary of Accounts on this Statement --

ACCOUNTS:	NUMBER	BALANCE	Y-T-D DIV
**SHARE ACCOUNT	260121	$14.05	.05
TOTAL ACCOUNTS		$14.05	.05

=====**SHARE ACCOUNT=======================ACCOUNT NUMBER: 260121==============

JOINT OWNERS: REACH ONE TEACH ONE OF AM
CORNELIA WALKER
WALTER WOODARD WALKER

-- Balance Summary --

BEGINNING BALANCE	+ TOTAL CREDITS	- TOTAL DEBITS	= ENDING BALANCE
$12.00	80.05	78.00	$14.05

-- Account Activity By Date Posted --

EFFECTIVE DATE	TRANSACTION DATE	DESCRIPTION	AMOUNT	BALANCE
	1/01/04	BEGINNING BALANCE		12.00
1/01	1/02/04	DIVIDEND PAYMENT	0.05	12.05
		ANNUAL PERCENTAGE YIELD EARNED 1.10% - RATE IS 1.000%		
	1/06/04	CASH DEPOSIT	80.00	92.05
	1/06/04	WITHDRAWAL - NONCASH	75.00-	17.05
	1/06/04	RETURN ITEMS/LEVY&GARNISH	3.00-	14.05
	3/31/04	ENDING BALANCE		14.05

$.05 = YTD DIVIDENDS PAID

YOUR 04/01/04 DIVIDENDS ON ABOVE ACCOUNT 0.04
ANNUAL PERCENTAGE YIELD EARNED 1.16% -

MC 00336

I 05

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MAX Your Community CREDIT UNION!
www.maxfcu.com

: Federai Credit Union
:da Road Branch #08
35 Zelda Road
itgomery AL 36106
quiries Call: 334-260-2600

:t 0000260121 REACH ONE TEACH
:: 03/17/06 Date: 03/17/06
:: 1314 Time: 2:19pm

posit to PRIMARY SHARE 01
ount: 10,500.00
Bal: 10,514.37
I: #320249
: hld rls 03/31/06 4,900.00
: hld rls 04/07/06 5,500.00
ie to Large Deposit

ack Received 10,500.00

ank you for being a MAX member! Check
t the myMAX Online Branch at
w.mymax.com today!

MC 00372

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OFFICIAL CHECK

HOLD THE DOCUMENT AT A SMALL ANGLE TO SEE THIS SECURITY FEATURE

COLONIAL BANK

23-97/1020

658082428

1314

03/17/2006

PAY TO THE ORDER OF REACH ONE TEACH ONE $ 10,500.00

$10,500.00¢ DOLLARS

NAME OF REMITTER

FRANK THOMAS

ADDRESS

DRAWER: COLONIAL BANK

AUTHORIZED SIGNATURE

Issued by Integrated Payment Systems Inc., Englewood, Colorado
One Colorado N.A., Denver, Colorado

⑈099063⑈ ⑆102000979⑆ 68006580824282⑈

Sequence 1304501140 Date 03-17-2006 Account 68006580824282 TR 102000979 Trancode 0 Check Number 99063 Amount 10500.00
Teller 1314 Branch 8

262275958 MAX FCU.
03/17/2006 1304501140

FOR INFORMATION CONCERNING THIS INSTRUMENT CONTACT:
INTEGRATED PAYMENT SYSTEMS INC.
1-800-223-7520

X

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DEPOSITORY BANK ENDORSEMENT

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x Federal Credit Union
xwell A.F.B. Branch #12
33 Selfridge Street
xwell A.F.B. AL 36112
quiries Call: 334-260-2600

ct 0000260121 REACH ONE TEACH
f: 03/20/06 Date: 03/20/06
r: 1118 Time: 10:25am

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thdrwl from PRIMARY SHARE 01
ount: 2,000.00
w Bal: 8,514.37
q: #471170
thdrwl from PRIMARY SHARE 01
ount: 4.00
w Bal: 8,510.37
q: #471172
thdrwl from PRIMARY SHARE 01
ount: 2,004.00
w Bal: 6,506.37
q: #471173
thdrwl from PRIMARY SHARE 01
ount: 2,004.00
w Bal: 4,502.37
q: #471175
thdrwl from PRIMARY SHARE 01
ount: 2,004.00
w Bal: 2,498.37
q: #471177
thdrwl from PRIMARY SHARE 01
ount: 2,004.00
w Bal: 494.37
q: #471179

---

eck Fee -4.00
eck Disbursed -2,000.00
ACH ONE TEACH ONE TALLAHASSEE
f number: 00 611490
eck Fee -4.00
eck Disbursed -2,000.00
TTLE TREASURE LEARNING CENTER
f number: 00 611491
eck Fee -4.00
eck Disbursed -2,000.00
ORGE WASHINGTON CARVER ELEM SCHOOL
f number: 00 611492
eck Fee -4.00
eck Disbursed -2,000.00
WIS ADAMS ELEMENTARY SCHOOL
f number: 00 611493
eck Fee -4.00
eck Disbursed -2,000.00
SKEGEE PUBLIC SCHOOL
f number: 00 611494

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MC 00374

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MAX FEDERAL CREDIT UNION MONTGOMERY, ALABAMA 2622

0000611490

00 0000611490

03/20/06

** TWO THOUSAND DOLLARS AND 00 CENTS **

$2,000.00

AMOUNT: EXACTLY 2,000 dols 00 cts

PAY TO THE ORDER OF: REACH ONE TEACH ONE TALLAHASSEE

VOID IF NOT CASHED IN 90 DAYS

FR: REACH ONE TEACH ONE OF AMERICA

H Greg McClellan

US Patent Nos. 5,197,765, 5,340,159

⑈0000611490⑈ ⑆262275958⑆0000000735600 9⑈ ⑈0000200000⑈

equence 1305403290 Date 03-21-2006 Account 7356009 TR 262275958 Trancode 0 Check Number 611490 Amount 2000.00 Teller 0
ranch 0

75 1305403290
03/21/2006 005

0630863712

4168524 ... TRC=4084 PK=01
3212006 ENT=4114 TRC=4123 PK=14
630-0014-6
NT=0169 TRC=0169 PK=12

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03/20/06

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$2,000.00

AMOUNT: EXACTLY 2,000 dols 00 cts

PAY TO THE ORDER OF: LITTLE TREASURE LEARNING CENTER

FR: REACH ONE TEACH ONE OF AMERICA

VOID IF NOT CASHED IN 90 DAYS

H Greg McClellan

U.S. Patent Nos. 5,197,765, 5,340,159

⑈0000611491⑈ ⑆262275958⑆0000000073560009⑈ ⑈0000200000⑈

Sequence 1305947760 Date 03-22-2006 Account 7356009 TR 262275958 Trancode 0 Check Number 611491 Amount 2000.00 Teller 0
Branch 0

57 1305947760
03/22/2006 005

0813941141
03222006
0610-0014-6
ENT=1092 TRC=1204 PK=15

⑈031200730⑈
WACHOVIA NA SVC263 2899T
PHILA,PA 03212006 26PK
5160072592

MC 5 07

5135 91817

Deposit only

MC 00376

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PAY TO THE ORDER OF: GEORGE WASHINGTON CARVER ELEM SCHOOL

FR: REACH ONE TEACH ONE OF AMERICA

VOID IF NOT CASHED IN 90 DAYS

H Greg McClellan

U.S. Patent Nos. 5,197,765, 5,340,159

⑈0000611492⑈ ⑆262275958⑆00000007356009⑈ ⑈0000200000⑈

equence 1310762070 Date 04-05-2006 Account 7356009 TR 262275958 Trancode 0 Check Number 611492 Amount 2000.00 Teller 0
ranch 0

FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

262205058 MAX FCU.
04/04/2006 88103566/56

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AMOUNT: EXACTLY 2,000 dols 00 cts

PAY TO THE ORDER OF: LEWIS ADAMS ELEMENTARY SCHOOL

FR: REACH ONE TEACH ONE OF AMERICA

VOID IF NOT CASHED IN 90 DAYS

H Greg McClellan

U S Patent Nos. 5,197,765, 5,340,159

⑈0000611493⑈ ⑆262275958⑆0000000 7356009⑈ ⑈0000200000⑈

equence 1310762060 Date 04-05-2006 Account 7356009 TR 262275958 Trancode 0 Check Number 611493 Amount 2000.00 Teller 0
ranch 0

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262275958000X FCU.
04/05/2006 0010356740

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0000611494
00 0000611494

03/20/06

** TWO THOUSAND DOLLARS AND 00 CENTS **

$2,000.00

AMOUNT: EXACTLY 2,000 dols 00 cts

PAY TO THE ORDER OF: TUSKEGEE PUBLIC SCHOOL

FR: REACH ONE TEACH ONE OF AMERICA

VOID IF NOT CASHED IN 90 DAYS

H. Greg McClellan

U.S. Patent Nos. 5,197,765, 5,340,159

⑈000611494⑈ ⑆262275958⑆000000007356009⑈ ⑈0000200000⑈

Sequence 1310762080 Date 04-05-2006 Account 7356009 TR 262275958 Trancode 0 Check Number 611494 Amount 2000.00 Teller 0
Branch 0

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262275958000X FCU.
04/05/2006 0010355760

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xwell A.F.B. AL 36112
quiries Call: 334-260-2600

ct 0000260121 REACH ONE TEACH
f: 03/20/06 Date: 03/20/06
r: 1118 Time: 10:33am

thdrwl from PRIMARY SHARE 01
ount: 480.00
w Bal: 14.37
q: #472416

sh Disbursed -480.00

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Known
Other AF/RET 7967

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i33 Selfridge Street
ixwell A.F.B. AL 36112
iquiries Call: 334-260-2600

ct 0000260121 REACH ONE TEACH
f: 04/04/06 Date: 04/04/06
r: 1104 Time: 11:41am

posit to PRIMARY SHARE 01	
nount:	6,000.00
w Bal:	6,015.49
q:	#270614
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eck Received	2,000.00

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$2,000.00

AMOUNT: EXACTLY 2,000 dols 00 cts

PAY TO THE ORDER OF: GEORGE WASHINGTON CARVER ELEM SCHOOL

FR: REACH ONE TEACH ONE OF AMERICA

VOID IF NOT CASHED IN 90 DAYS

H Greg McClellan

U.S. Patent Nos. 5,197,765; 5,340,159

⑈0000611492⑈ ⑆262275958⑆0000000 7356009⑈

Sequence 1310356750 Date 04-04-2006 Account 7356009 TR 262275958 Trancode 0 Check Number 611492 Amount 2000.00
Teller 1104 Branch 1

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04/04/2006 1310356750

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00 0000611493

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AMOUNT: EXACTLY 2,000 dols 00 cts

PAY TO THE ORDER OF: LEWIS ADAMS ELEMENTARY SCHOOL

FR: REACH ONE TEACH ONE OF AMERICA

VOID IF NOT CASHED IN 90 DAYS

H Greg McClellan

U.S. Patent Nos. 5,197,765, 5,340,159

⑈0000611493⑈ ⑆262275958⑆00000007356009⑈

Sequence 1310356740 Date 04-04-2006 Account 7356009 TR 262275958 Trancode 0 Check Number 611493 Amount 2000.00
Teller 1104 Branch 1

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04/04/2006 1310356740

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00 0000611494

03/20/06

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$2,000.00

AMOUNT: EXACTLY 2,000 dols 00 cts

PAY TO THE ORDER OF: TUSKEGEE PUBLIC SCHOOL

FR: REACH ONE TEACH ONE OF AMERICA

VOID IF NOT CASHED IN 90 DAYS

H Greg McClellan

U.S. Patent Nos. 5,197,765; 5,340,159

⑈0000611494⑈ ⑆262275958⑆0000000735600 9⑈

Sequence 1310356760 Date 04-04-2006 Account 7356009 TR 262275958 Trancode 0 Check Number 611494 Amount 2000.00
Teller 1104 Branch 1

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04/04/2006 1310356760

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nquiries Call: 334-260-2600

cct 0000260121 REACH ONE TEACH
ff: 04/04/06 Date: 04/04/06
.r: 1104 Time: 11:49am

.thdrwl from PRIMARY SHARE 01	
nount:	5,992.00
w Bal:	23.49
q:	#271877

ash Received		20.00
heck Fee		-4.00
heck Disbursed		-2,000.00
RECIOUS ANGELS		
of number:	00	613596
heck Fee		-4.00
heck Disbursed		-2,000.00
.CON COUNTY HUMANE SOCIETY		
of number:	00	613597
eck Fee		-4.00
eck Disbursed		-2,000.00
.IN STREET PROJECT		
f number:	00	613598

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0000613596

00 0000613596

04/04/06

** TWO THOUSAND DOLLARS AND 00 CENTS **

$2,000.00

AMOUNT: EXACTLY 2,000 dols 00 cts

PAY TO THE ORDER OF: PRECIOUS ANGELS

RE: REACH ONE TEACH ONE

VOID IF NOT CASHED IN 90 DAYS

H Greg McClellan

U S Patent Nos. 5,197,765, 5,340,159

⑈0000613596⑈ ⑆262275958⑆00000007356009⑈ ⑈0000200000⑈

equence 1313137250 Date 04-11-2006 Account 7356009 TR 262275958 Trancode 0 Check Number 613596 Amount 2000.00 Teller 0
ranch 0

Royal Federal Credit Union >262275737<04102006

2013899732
04112006
0610-0014-6
ENT=3887 TRC=3887 PK=15

>2622-7673-7<

APR 08 2006

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Ethel Tolbert
Precious Angels
1180376007

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MAX FEDERAL CREDIT UNION MONTGOMERY, ALABAMA 2022

0000613597

00 0000613597

04/04/06

** TWO THOUSAND DOLLARS AND 00 CENTS **

$2,000.00

AMOUNT: EXACTLY 2,000 dols 00 cts

PAY TO THE ORDER OF: MACON COUNTY HUMANE SOCIETY

RE:REACH ONE TEACH ONE

VOID IF NOT CASHED IN 90 DAYS

H Greg McClellan

US Patent Nos. 5,197,765, 5,343,[59

⑈0000613597⑈ ⑆262275958⑆000000007356009⑈ ⑈0000200000⑈

Sequence 1311995680 Date 04-07-2006 Account 7356009 TR 262275958 Trancode 0 Check Number 613597 Amount 2000.00 Teller 0 Branch 0

28 1311995680
04/07/2006 005

0112240707
04072006
0610-0014-06-0001-2450 2F25 4/6/2006
ENT=1862 TC=1844 PK=15

>062205665<
TUSKEGEE, AL

APR 2006

209226

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04/05/2006
000000010576725

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000061359 8

04/04/06

TWO THOUSAND DOLLARS AND 00 CENTS

$2,000.00

AMOUNT EXACTLY 2,000 dols 00 cts

PAY TO THE ORDER OF: MAIN STREET PROJECT

RE: REACH ONE TEACH ONE

VOID IF NOT CASHED IN 90 DAYS

⑈0000613598⑈ ⑆262275958⑆0000000735600 9⑈

⑈000061359 8⑈ ⑆262275958⑆0000000735600 9⑈ ⑈0000200000⑈

Sequence 1311454160 Date 04-06-2006 Account 7356009 TR 262275958 Trancode 0 Check Number 613598 Amount 2000.00 Teller 0
Branch 0

1R 1311454160
04/06/2006 005

0818329998
04062006
0610-0014-000010576725 04052006 >262286109< FIRST TUSKEGEE

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000000010576725 04/05/2006

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quiries Call: 334-260-2600

ct 0000260121 REACH ONE TEACH
f: 04/04/06 Date: 04/04/06
r: 1104 Time: 11:51am

thdrwl from PRIMARY SHARE 01
ount: 8.00
w Bal: 15.49
q: #272159

sh Disbursed -8.00

Cash Received by

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Other USAF RET 424667967

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MC 00389

0000095299 AMERICA ROTO O Transaction Summary **08/22/2006**

Post Date	ID	Eff Date	Transaction	Balance ...	Int/P...	Fees	New Balance	Description/Pmt	Prev Available
06/30/2006	S 00	06/30/2006	Fee Withd...	-1.47	0.00	0.00	0.00	Limited Serv Fee	-3.53
05/31/2006	S 00	05/31/2006	Fee Withd...	-5.00	0.00	0.00	1.47	Limited Serv Fee	1.47
05/12/2006	S 00	05/12/2006	Check Received 62.82						
05/12/2006	S 00	05/12/2006	1 Check Cashed for 62.82						
05/01/2006	S 00	05/01/2006	Cash With...	-140.00	0.00	0.00	6.47		141.47
04/30/2006	S 00	04/30/2006	Fee Withd...	-5.00	0.00	0.00	146.47	Limited Serv Fee	146.47
04/19/2006	S 00	04/19/2006	Cash Dep...	150.00	0.00	0.00	151.47		-3.53
04/05/2006	S 00	04/05/2006	Cash Dep...	1.47	0.00	0.00	1.47		-5.00
04/05/2006	S 00	04/05/2006	Cash With...	-1.47	0.00	0.00	0.00		1.47
~~04/05/2006~~	~~S 00~~	~~04/05/2006~~	~~Check Received 5.00~~						
~~04/05/2006~~	~~S 00~~	~~04/05/2006~~	~~Check De...~~	~~5.00~~	~~0.00~~	~~0.00~~	~~1.47~~		~~-3.53~~
03/31/2006	S 00	03/31/2006	%% APYE Avg Daily Bal		235.64				
03/31/2006	S 00	03/31/2006	%% APY Earned 1.51% 01/01/06 to 03/31/06						
03/31/2006	S 00	03/31/2006	Dividend ...	0.87	0.00	0.00	1.47	1.500%	-4.40
03/31/2006	S 00	03/31/2006	Fee Withd...	-5.00	0.00	0.00	0.60	Limited Serv Fee	0.60
03/27/2006	S 00	03/27/2006	Cash With...	-2,200.00	0.00	0.00	5.60		2,200.60
03/24/2006	S 00	03/24/2006	Cash With...	-200.00	0.00	0.00	2,205.60		2,400.60
03/20/2006	S 00	03/20/2006	Check Received 2,000.00						
03/20/2006	S 00	03/20/2006	Check De...	2,000.00	0.00	0.00	2,405.60		400.60
03/20/2006	S 00	03/20/2006	Cash Dep...	400.00	0.00	0.00	405.60		0.60
03/06/2006	S 00	03/06/2006	Cash With...	-600.00	0.00	0.00	5.60		600.60
03/01/2006	S 00	03/01/2006	Cash Dep...	600.00	0.00	0.00	605.60		0.60
01/27/2006	S 00	01/27/2006	Check Received 125.00						
01/27/2006	S 00	01/27/2006	1 Check Cashed for 125.00						
01/26/2006	S 00	01/26/2006	Check Received 250.00						
01/26/2006	S 00	01/26/2006	1 Check Cashed for 250.00						
01/04/2006	S 00	01/04/2006	Cash With...	-500.00	0.00	0.00	5.60		500.60
12/31/2005	S 00	12/31/2005	%% APYE Avg Daily Bal		71.34				
12/31/2005	S 00	12/31/2005	%% APY Earned 1.51% 10/01/05 to 12/31/05						
12/31/2005	S 00	12/31/2005	Dividend ...	0.27	0.00	0.00	505.60	1.500%	500.33
12/30/2005	S 00	12/30/2005	Cash Dep...	300.00	0.00	0.00	505.33		200.33
12/30/2005	S 00	12/30/2005	Check Received 696.83						
12/30/2005	S 00	12/30/2005	1 Check Cashed for 696.83						
12/28/2005	S 00	12/28/2005	Cash Dep...	200.00	0.00	0.00	205.33		0.33
12/21/2005	S 00	12/21/2005	Cash With...	-1,740.00	0.00	0.00	5.33		1,740.33
12/20/2005	S 00	12/20/2005	Check Received 1,740.00						
12/20/2005	S 00	12/20/2005	Check De...	1,740.00	0.00	0.00	1,745.33		0.33
12/15/2005	S 00	12/15/2005	Check Received 634.91						
12/15/2005	S 00	12/15/2005	1 Check Cashed for 634.91						
12/12/2005	S 00	12/12/2005	Cash With...	-300.00	0.00	0.00	5.33		300.33
12/12/2005	S 00	12/12/2005	Cash Dep...	300.00	0.00	0.00	305.33		0.33
12/09/2005	S 00	12/09/2005	Check Received 768.55						
12/09/2005	S 00	12/09/2005	1 Check Cashed for 768.55						
12/06/2005	S 00	12/06/2005	Check Received 266.29						
12/06/2005	S 00	12/06/2005	1 Check Cashed for 266.29						
11/30/2005	S 00	11/30/2005	Check Received 871.66						
11/30/2005	S 00	11/30/2005	Check Received 100.00						
11/30/2005	S 00	11/30/2005	2 Checks Cashed for 971.66						
11/29/2005	S 00	11/29/2005	Cash With...	-37.00	0.00	0.00	5.33		37.33
11/16/2005	S 00	11/16/2005	Check Received 312.52						
11/16/2005	S 00	11/16/2005	1 Check Cashed for 312.52						
11/15/2005	S 00	11/15/2005	Cash With...	-150.00	0.00	0.00	42.33		187.33
11/10/2005	S 00	11/10/2005	Cash Dep...	150.00	0.00	0.00	192.33		37.33
11/03/2005	S 00	11/03/2005	Cash With...	-350.00	0.00	0.00	42.33		387.33
11/03/2005	S 00	11/03/2005	Cash Dep...	200.00	0.00	0.00	392.33		187.33
11/03/2005	S 00	11/03/2005	Cash Dep...	150.00	0.00	0.00	192.33		37.33
10/17/2005	S 00	10/17/2005	Check Received 100.00						
10/17/2005	S 00	10/17/2005	1 Check Cashed for 100.00						
10/11/2005	S 00	10/11/2005	Check Received 250.08						
10/11/2005	S 00	10/11/2005	1 Check Cashed for 250.08						

MC 00390

0000095299 AMERICA ROTO O Transaction Summary **08/22/2006**

Post Date	ID	Eff Date	Transaction	Balance	Int/P	Fees	New Balance	Description/Pmt	Prev Available
09/30/2005	S 00	09/30/2005	%% APYE Avg Daily Bal 1,105.21						
09/30/2005	S 00	09/30/2005	%% APY Earned 1.51% 07/01/05 to 09/30/05						
09/30/2005	S 00	09/30/2005	Dividend ...	4.19	0.00	0.00	42.33	1.500%	33.14
09/27/2005	S 00	09/27/2005	Cash With...	-500.00	0.00	0.00	38.14		533.14
09/23/2005	S 00	09/23/2005	Check Received 500.00						
09/23/2005	S 00	09/23/2005	Check De...	500.00	0.00	0.00	538.14		33.14
09/12/2005	S 00	09/12/2005	Check Received 2,930.08						
09/12/2005	S 00	09/12/2005	1 Check Cashed for 2,930.08						
09/08/2005	S 00	09/08/2005	Check Received 200.00						
09/08/2005	S 00	09/08/2005	Check Received 125.00						
09/08/2005	S 00	09/08/2005	2 Checks Cashed for 325.00						
09/02/2005	S 00	09/02/2005	Check 01 130557 Disbursed 500.00						
09/02/2005	S 00	09/02/2005	Check Wit...	-500.00	0.00	0.00	38.14		533.14
09/02/2005	S 00	09/02/2005	Cash Dep...	500.00	0.00	0.00	538.14		33.14
08/31/2005	S 00	08/31/2005	Cash With...	-50.00	0.00	0.00	38.14		83.14
08/29/2005	S 00	08/29/2005	Cash With...	-300.00	0.00	0.00	88.14		383.14
08/18/2005	S 00	08/18/2005	Cash With...	-400.00	0.00	0.00	388.14		783.14
08/15/2005	S 00	08/15/2005	Check Received 250.00						
08/15/2005	S 00	08/15/2005	1 Check Cashed for 250.00						
08/10/2005	S 00	08/10/2005	Check Received 1,095.89						
08/10/2005	S 00	08/10/2005	1 Check Cashed for 1,095.89						
08/05/2005	S 00	08/05/2005	Cash With...	-1,000.00	0.00	0.00	788.14		1,783.14
08/03/2005	S 00	08/03/2005	1 Check Cashed for 200.00						
08/03/2005	S 00	08/03/2005	Check Received 200.00						
08/03/2005	S 00	08/03/2005	Cash With...	-240.00	0.00	0.00	1,788.14		2,023.14
07/27/2005	S 00	07/27/2005	Cash With...	-1,000.00	0.00	0.00	2,028.14		3,028.14
07/25/2005	S 00	07/25/2005	Cash With...	-1,000.00	0.00	0.00	3,028.14		4,023.14
07/18/2005	S 00	07/18/2005	Cash With...	-627.00	0.00	0.00	4,028.14		4,650.14
07/15/2005	S 00	07/15/2005	Check Received 616.30						
07/15/2005	S 00	07/15/2005	Check Received 75.00						
07/15/2005	S 00	07/15/2005	Check Received 50.00						
07/15/2005	S 00	07/15/2005	Check De...	741.30	0.00	0.00	4,655.14		3,908.84
07/11/2005	S 00	07/11/2005	Check Received 3,558.00						
07/11/2005	S 00	07/11/2005	Check De...	3,558.00	0.00	0.00	3,913.84		350.84
07/05/2005	S 00	07/05/2005	Check Received 350.00						
07/05/2005	S 00	07/05/2005	Check De...	350.00	0.00	0.00	355.84		0.84

MC 00391

Account Balances
History
e-Statement
Create New Account
Web Bill Pay
Recent Activity
Transfers
Withdrawals
Loan Options
Check Options
Year to Date
Change Password
Go to Another Account
Share Certificate Inquiry
End Session

Deposit History

DEPOSIT HISTORY FOR SHARE ID 00

POSTED	TRANSACTION SUMMARY	AMOUNT	FEES	NEW BALANCE
12/31/06	Div Dep: 1.500%	0.04	0.00	10.14
	Comment: %% APY Earned 1.58% 10/01/06 to 12/31/06			
	Comment: %% APYE Avg Daily Bal 10.10			
09/30/06	Div Dep: 1.500%	0.10	0.00	10.10
	Comment: %% APY Earned 1.48% 04/01/06 to 09/30/06			
	Comment: %% APYE Avg Daily Bal 13.54			
08/22/06	Cash Dep	10.00	0.00	10.00
04/19/06	Cash Dep	150.00	0.00	151.47
04/05/06	Cash Dep	1.47	0.00	1.47
03/31/06	Div Dep: 1.500%	0.87	0.00	1.47
	Comment: %% APY Earned 1.51% 01/01/06 to 03/31/06			
	Comment: %% APYE Avg Daily Bal 235.54			
03/20/06	Check Dep	2,000.00	0.00	2,405.60
	Comment: Check Received 2,000.00			
03/20/06	Cash Dep	400.00	0.00	405.60
03/01/06	Cash Dep	600.00	0.00	605.60
12/31/05	Div Dep: 1.500%	0.27	0.00	505.60
	Comment: %% APY Earned 1.51% 10/01/05 to 12/31/05			
	Comment: %% APYE Avg Daily Bal 71.34			
12/30/05	Cash Dep	300.00	0.00	505.33
12/28/05	Cash Dep	200.00	0.00	205.33
12/20/05	Check Dep	1,740.00	0.00	1,745.33
	Comment: Check Received 1,740.00			
12/12/05	Cash Dep	300.00	0.00	305.33
11/10/05	Cash Dep	150.00	0.00	192.33

Account Balances
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Loan Options
Check Options
Year to Date
Change Password
Go to Another Account
Share Certificate Inquiry
End Session

Share Transaction History Inquiry

HISTORY FOR SHARE ID 00: SHARE NON PERSON

CLICK HERE FOR POST DATE/EFFECTIVE DATE EXPLANATION.

POST DATE	EFFECTIVE DATE	AMOUNT	FEES	PNLTY	DESCRIPTION	MISC	NEW BALANCE
12/31/05	12/31/05	0.27	0.00	0.00	Div Dep: 1.500%		505.60
	Comment: %% APY Earned 1.51% 10/01/05 to 12/31/05						
	Comment: %% APYE Avg Daily Bal 71.34						
12/30/05	12/30/05	300.00	0.00	0.00	Cash Dep		505.33
12/30/05	Comment: Check Received 696.83						
12/30/05	Comment: 1 Check Cashed for 696.83						
12/28/05	12/28/05	200.00	0.00	0.00	Cash Dep		205.33
12/21/05	12/21/05	-1,740.00	0.00	0.00	Cash W/D		5.33
12/20/05	12/20/05	1,740.00	0.00	0.00	Check Dep		1,745.33
	Comment: Check Received 1,740.00						
12/15/05	Comment: Check Received 634.91						
12/15/05	Comment: 1 Check Cashed for 634.91						
12/12/05	12/12/05	-300.00	0.00	0.00	Cash W/D		5.33
12/12/05	12/12/05	300.00	0.00	0.00	Cash Dep		305.33
12/09/05	Comment: Check Received 768.55						
12/09/05	Comment: 1 Check Cashed for 768.55						
12/08/05	Comment: Check Received 286.29						
12/08/05	Comment: 1 Check Cashed for 286.29						
11/30/05	Comment: Check Received 871.65						
11/30/05	Comment: Check Received 100.00						
11/30/05	Comment:						

11/03/05	Cash Dep	200.00	0.00	392.33
11/03/05	Cash Dep	150.00	0.00	192.33

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End Session

IMPORTANT FRAUD WARNING:

Online criminals are sending email messages that look like they are from Florida Commerce Credit Union. These phony emails ask you to click on a link that takes you to what looks like our website or the iBranch! log-in page and provide your personal account information. Some of these phony emails even caution that if you don't do this, your account may be suspended. Don't be fooled! The messages and websites are fake, and this is a fraud attempt. Remember: Because you can control the information you choose to release, you are the single best person to protect your personal information.

If you should ever receive an email that appears to be suspicious, do not reply to it or click on the link it provides. Simply delete it. To report a suspicious email that uses Florida Commerce's name, you can forward it to abuse@floridacommerce.org.

					Limited Serv Fee		
03/27/06	03/27/06	-2,200.00	0.00	0.00	Cash W/D		5.60
03/24/06	03/24/06	-200.00	0.00	0.00	Cash W/D		2,205.60
03/20/06	03/20/06	2,000.00	0.00	0.00	Check Dep		2,405.60
	Comment: Check Received 2,000.00						
03/20/06	03/20/06	400.00	0.00	0.00	Cash Dep		405.60
03/06/06	03/06/06	-600.00	0.00	0.00	Cash W/D		5.60
03/01/06	03/01/06	600.00	0.00	0.00	Cash Dep		605.60
01/27/06	Comment: Check Received 125.00						
01/27/06	Comment: 1 Check Cashed for 125.00						
01/26/06	Comment: Check Received 250.00						
01/26/06	Comment: 1 Check Cashed for 250.00						
01/04/06	01/04/06	-500.00	0.00	0.00	Cash W/D		5.60

More Transactions

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IMPORTANT FRAUD WARNING:

Online criminals are sending email messages that look like they are from Florida Commerce Credit Union. These phony emails ask you to click on a link that takes you to what looks like our website or the iBranch! log-in page and provide your personal account information. Some of these phony emails even caution that if you don't do this, your account may be suspended. Don't be fooled! The messages and websites are fake, and this is a fraud attempt. Remember: Because you can control the information you choose to release, you are the single best person to protect your personal information.

If you should ever receive an email that appears to be suspicious, do not reply to it or click on the link it provides. Simply delete it. To report a suspicious email that uses Florida Commerce's name, you can forward it to abuse@floridacommerce.org.

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Account Balances
History
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Change Password
Go to Another Account
Share Certificate Inquiry
End Session

Share Transaction History Inquiry

HISTORY FOR SHARE ID 00: SHARE NON PERSON

CLICK HERE FOR POST DATE/EFFECTIVE DATE EXPLANATION.

POST DATE	EFFECTIVE DATE	AMOUNT	FEES	PNLTY	
12/31/06	12/31/06	0.04	0.00	0.00	
	Comment: %% APY Earned 1.68% 10/01/06 to 12/3				
	Comment: %% APYE Avg Daily Bal 10.10				
09/30/06	09/30/06	0.10	0.00	0.00	
	Comment: %% APY Earned 1.48% 04/01/06 to 09/30				
	Comment: %% APYE Avg Daily Bal 13.54				
08/22/06	08/22/06	10.00	0.00	0.00	(
06/30/06	06/30/06	-1.47	0.00	0.00	I
05/31/06	05/31/06	-5.00	0.00	0.00	I
05/12/06	Comment: Check Received 62.82				
05/12/06	Comment: 1 Check Cashed for 62.82				
05/01/06	05/01/06	-140.00	0.00	0.00	C
04/30/06	04/30/06	-5.00	0.00	0.00	F L F
04/19/06	04/19/06	150.00	0.00	0.00	C
04/05/06	04/05/06	1.47	0.00	0.00	C
04/05/06	04/05/06	-1.47	0.00	0.00	C
03/31/06	03/31/06	0.87	0.00	0.00	D 1.
	Comment: %% APY Earned 1.51% 01/01/06 to 03/31/				
	Comment: %% APYE Avg Daily Bal 235.54				
03/31/06	03/31/06	-5.00	0.00	0.00	Fe

https://hb.floridacommerce.or

https://hb.floridacommerce.org/cgi-bin/mcw000.cgi

MC 00396

- Account Balances
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- Create New Account
- Web Bill Pay
- Recent Activity
- Transfers
- Withdrawals
- Loan Options
- Check Options
- Year to Date
- Change Password
- Go to Another Account
- Share Certificate Inquiry
- End Session

NCUA VeriSign Secured

Share Transaction History Inquiry

HISTORY FOR SHARE ID 00: SHARE NON PERSON

CLICK HERE FOR POST DATE/EFFECTIVE DATE EXPLANATION.

POST DATE	EFFECTIVE DATE	AMOUNT	FEES	PNLTY	DESCRIPTION	MISC	NEW BALANCE
12/31/06	12/31/06	0.04	0.00	0.00	Div Dep: 1.500%		10.14
	Comment: %% APY Earned 1.58% 10/01/06 to 12/31/06						
	Comment: %% APYE Avg Daily Bal 10.10						
09/30/06	09/30/06	0.10	0.00	0.00	Div Dep: 1.500%		10.10
	Comment: %% APY Earned 1.48% 04/01/06 to 09/30/06						
	Comment: %% APYE Avg Daily Bal 13.54						
08/22/06	08/22/06	10.00	0.00	0.00	Cash Dep		10.00
06/30/06	06/30/06	-1.47	0.00	0.00	Fee W/D: Limited Serv Fee		0.00
05/31/06	05/31/06	-5.00	0.00	0.00	Fee W/D: Limited Serv Fee		1.47
05/12/06	Comment: Check Received 62.82						
05/12/06	Comment: 1 Check Cashed for 62.82						
05/01/06	05/01/06	-140.00	0.00	0.00	Cash W/D		6.47
04/30/06	04/30/06	-5.00	0.00	0.00	Fee W/D: Limited Serv Fee		146.47
04/19/06	04/19/06	150.00	0.00	0.00	Cash Dep		151.47
04/05/06	04/05/06	1.47	0.00	0.00	Cash Dep		1.47
04/05/06	04/05/06	-1.47	0.00	0.00	Cash W/D		0.00
03/31/06	03/31/06	0.87	0.00	0.00	Div Dep: 1.500%		1.47
	Comment: %% APY Earned 1.51% 01/01/06 to 03/31/06						
	Comment: %% APYE Avg Daily Bal 235.54						
03/31/06	03/31/06	-5.00	0.00	0.00	Fee W/D:		0.60

	2 Checks Cashed for 971.66					
11/29/05	11/29/05	-37.00	0.00	0.00	Cash W/D	5.33
11/16/05	Comment: Check Received 312.52					
11/16/05	Comment: 1 Check Cashed for 312.52					
11/15/05	11/15/05	-150.00	0.00	0.00	Cash W/D	42.33
11/10/05	11/10/05	150.00	0.00	0.00	Cash Dep	192.33
11/03/05	11/03/05	-350.00	0.00	0.00	Cash W/D	42.33
11/03/05	11/03/05	200.00	0.00	0.00	Cash Dep	392.33

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IMPORTANT FRAUD WARNING:

Online criminals are sending email messages that look like they are from Florida Commerce Credit Union. These phony emails ask you to click on a link that takes you to what looks like our website or the IBranch! log-in page and provide your personal account information. Some of these phony emails even caution that if you don't do this, your account may be suspended. Don't be fooled! The messages and websites are fake, and this is a fraud attempt. Remember: Because you can control the information you choose to release, you are the single best person to protect your personal information.

If you should ever receive an email that appears to be suspicious, do not reply to it or click on the link it provides. Simply delete it. To report a suspicious email that uses Florida Commerce's name, you can forward it to abuse@floridacommerce.org.

EXHIBIT 19

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA

MACON COUNTY INVESTMENTS, INC.;)
REACH ONE, TEACH ONE)
OF AMERICA, INC.,)
)
Plaintiffs,)
) Case Number: 3:06-CV-224-WKW
v.)
)
SHERIFF DAVID WARREN, in his official)
capacity as the SHERIFF OF MACON)
COUNTY, ALABAMA,)
)
Defendant.)

REACH ONE, TEACH ONE OF AMERICA'S OBJECTIONS AND RESPONSES TO DEFENDANT'S REQUEST FOR ADMISSIONS AND REQUEST FOR PRODUCTION OF DOCUMENTS

COMES NOW Reach One, Teach One of America and hereby submits these objections and responses to the Defendant's Request for Admissions and Request for Production of Documents:

1. The Plaintiff's objections to Defendant's discovery request are made without waiver of, or prejudice to, any additional objections Plaintiff may make.

2. All such objections are hereby expressly preserved, as is the right to move for a protective order.

3. The Plaintiff reserves all objections as to admissibility at trial of any information provided.

4. The Plaintiff objects to each and every discovery request to the extent that the information called for, if any, was obtained and prepared in anticipation of litigation or for trial and Defendant has made no showing that he has substantial need for the materials in the

preparation of their case and that he is unable, without undo hardship, to obtain the substantial equivalent of the materials by other means. The Plaintiff further objects to each and every discovery request to the extent that the information called for, if any, is privileged and is not discoverable under Rule 26(b)(3), Alabama Rules of Civil Procedure.

5. The Plaintiff objects to each and every discovery request to the extent that the information called for, if any, is protected from Discovery by the Attorney-Client Privilege.

6. The Plaintiff objects to each and every discovery request to the extent that it seeks information that is equally available to the Defendant and the burden on Defendant to obtain the requested information is no greater than the burden on the Plaintiff.

7. The Plaintiff objects to each and every discovery request to the extent that it is overly broad, oppressive, unduly burdensome, expensive and beyond the permissible scope of Discovery under Alabama Rules of Civil Procedure.

8. The Plaintiff objects to each and every discovery request to the extent that it seeks an answer involving an opinion or contention that relates to fact or the application of law to fact before Discovery has been completed or a pre-trial conference has been conducted.

9. The Plaintiff objects to Defendant's discovery requests to the extent that Defendant's requests exceed the requirements of Rule 33 and 34 of the Alabama Rules of Civil Procedure.

10. The Plaintiffs reserves the right to supplement its responses to Defendant's discovery requests upon completion of Discovery.

11. Any response below does not waive any of the aforementioned objections.

REQUEST FOR ADMISSIONS

1. Please admit that Macon County Investments, Inc. ("MCII) is not a parent, subsidiary, affiliate, or member of Plaintiff Reach One, Teach One of America, Inc. ("Reach One").

RESPONSE: Admitted. However, MCI has acted as surety to Reach One as well as the owner and operator of the bingo games to played under the Class B license.

2. Please admit that neither Walker Walter, nor any officers of the Plaintiff Reach One, delivered an application for a Class B Bingo license to the Office of the Sheriff of Macon County on or about July 25, 2005.

RESPONSE: Admitted. However, Frank Thomas of Macon County Investments delivered an application for Class B Bingo license to the Office of the Sheriff of Macon County on or about July 25, 2005.

3. Admit that at the time Reach One submitted its application for a Class B Bingo license, Reach One had entered into an Agreement entitled "Bingo Operations and Lease Agreement" dated on July 8, 2005 with MCII.

RESPONSE: Admitted.

4. Please admit that at the time Reach One submitted its application for a Class B Bingo license, Reach One, or anyone acting on its behalf, did not have a facility constructed in Macon County.

RESPONSE: Admitted, as it would not be feasible to construct a facility

without a license.

5. Please admit that as of the date of the filing of the Plaintiff's Complaint that MCII did not have a facility constructed in Macon County.

RESPONSE: Admitted, as it would not be feasible to construct a facility without a license.

6. Please admit that at the time Reach One submitted its application for a Class B Bingo license, Reach One did not submit a certified copy of the charter, certificate of incorporation, or by-laws of Reach One.

RESPONSE: Admitted. However, Reach One did submit evidence of being of a 501(c)(3) charitable organization.

7. Admit that at the time Reach One submitted its application for a Class B Bingo license, Reach One did not submit a listing of all convictions for criminal offenses for each person who was an officer or director of Reach One and all members of MCII.

RESPONSE: Admitted. However, Rev. Walter Walker as the Executive Director of Reach One and all members of MCII submitted consent forms for background checks which would reveal any criminal convictions.

8. Admit that at the time Reach One submitted its application for a Class B Bingo license, neither Reach One, nor anyone acting on its behalf, had in force public liability insurance in an amount not less than $5,000,000.00.

RESPONSE: Admitted. Public liability insurance cannot be obtained until there is an existing structure. However, Reach One and MCII had the means

and the ability to acquire the insurance once the Sheriff granted its application.

9. Admit that at the time Reach One submitted its application for a Class B Bingo license, neither Reach One, nor anyone acting on its behalf, had existing parking for patrons and employees.

RESPONSE: Admitted. However, MCII submitted to the Sheriff a proposed layout of its facility which provided for adequate parking.

10. Admit that at the time Reach One submitted its application for a Class B Bingo License, neither Reach One, nor anyone acting on its behalf, had a cash or a surety bond in the amount of $1,000,000.00.

Admitted. The surety bond cannot be obtained until there is an existing structure. However, Reach One and MCII had the means and the ability to acquire the bond once the Sheriff granted its application.

11. Admit that at the time Reach One submitted an application for a Class B Bingo license, neither Reach One, nor anyone acting on its behalf, had paid at least $5,000,000.00 for the land, building, and other capital improvements comprising the location where bingo was to be conducted.

RESPONSE: Admitted. It would not be reasonable or rational for Reach One to construct such a location without a granting of its application.

12. Admit that at the time Reach One submitted its application for a Class B Bingo license, MCII did not present to the Sheriff of Macon County satisfactory evidence that the location where bingo was to be conducted was compliant with

the Americans with Disabilities Act.

RESPONSE: Denied. MCII submitted a design of its proposed facility indicating compliance with the Americans with Disabilities Act.

REQUEST FOR PRODUCTION

1. All documents which relate, pertain or refer to the claims made in your Complaint.

RESPONSE: Reach One adopts each and every general objection raised above as if fully set forth herein. Further, Reach One objects to this request as it is broad, vague and unduly burdensome. Without waiving the aforementioned objections, Reach One states that the documents related to the claims in its Complaint are attached as exhibits to the Original and First Amended and Restated Complaints. Further still, this list is not all inclusive as parties are still in the discovery phase.

2. All documents which relate, pertain or refer to any communication you are anyone acting on your behalf may have had with the Sheriff or any of his agents or employees.

RESPONSE: Reach One adopts each and every general objection raised above as if fully set forth herein. Further, the request is vague and broad and is not limited in time and in scope. Without waiving the aforementioned objections, the production to this request can be found at documents labeled **MC00001 to MC00063**.

3. A copy of the charter, certificate of incorporation, and/or by-laws of Reach One and all amendments thereto.

RESPONSE: Reach One adopts each and every general objection raised above as if fully set forth herein. Further, Reach One objects to this request as it is broad, unduly burdensome, and not reasonably calculated to lead to discoverable information. Without waiving the aforementioned objections, Reach One states that the production to this request can be found at documents labeled **MC00065 to MC00070** and **MC00073 to MC00077**.

4. A copy of all correspondence between Reach One and MCI regarding the operation, licensing and/or conduct of bingo in Macon County.

RESPONSE: Reach One adopts each and every general objection raised above as if fully set forth herein. Further, Reach One objects to this request as it is broad, vague and unduly burdensome. Further still, this request is not limited in time. Without waiving the aforementioned objections, Reach One states that the production to this request can be found at documents labeled **MC00072**.

5. A copy of the preliminary drawings of the facility in which Reach One was seeking or is seeking to conduct bingo games in Macon County.

RESPONSE: Reach One adopts each and every general objection raised above as if fully set forth herein. Without waiving the aforementioned objections, Reach One states that the production to this request can be found at documents labeled **MC00063 to MC00064**. Reach One points out that the land survey labeled **MC00064** was admitted as an exhibit to the Deposition of Sheriff David Warren on August 15, 2006. A smaller version of this exhibit is forthcoming. . Reach One points out that the land survey was admitted as an exhibit to the Deposition of Sheriff David Warren on August 15, 2006. A smaller version of this exhibit is forthcoming.

6. A copy of all correspondence between the Internal Revenue Service ("IRS") and Reach One, including but not limited to, all letters of approval, revocation and inquiry.

RESPONSE: Reach One adopts each and every general objection raised above as if fully set forth herein. Further, Reach One objects to this request as it is broad, vague, unduly burdensome and not reasonably calculated to lead to discoverable information. Further still, this request is not limited in time or in scope. Without waiving the aforementioned objections, Reach One states that the production to this request can be found at documents labeled **MC00071**.

7. A copy of all IRS form 990's filed by Reach One for each year for the years 2000 to 2005 inclusive.

RESPONSE: Reach One adopts each and every general objection raised above as if fully set forth herein. Further, Reach One objects to this request as it is broad, vague, unduly burdensome and not reasonably calculated to lead to discoverable information. Further still, this request seeks information that was not required for other Class B Bingo license applicants.

8. A copy of IRS form 1023 completed by Reach One.

RESPONSE: Reach One adopts each and every general objection raised above as if fully set forth herein. Further, Reach One objects to this request as it is broad, vague, unduly burdensome and not reasonably calculated to lead to discoverable information. Further still, this request seeks information that was not required for other Class B Bingo license applicants.

9. A copy of all minutes from meetings of Reach One's Board of Directors.

RESPONSE: Reach One adopts each and every general objection raised above as if fully set forth herein. Further, Reach One objects to this request as it is broad, vague, unduly burdensome and not reasonably calculated to lead to discoverable information. Further still, this request seeks information that was never at issue for a Class B Bingo license. Without waiving the aforementioned objections, Reach One produces the April 2006 Minutes labeled **MC00078 to MC00079.** Reach One asserts that other minutes have been destroyed in fire, but that tape recordings of some of these meetings can be made available to the Defendant.

10. A copy of Reach One's annual federal and state tax return filings for the years 2000 through 2005 inclusive.

RESPONSE: Reach One adopts each and every general objection raised above as if fully set forth herein. Further, Reach One objects to this request as it is broad, vague, unduly burdensome and not reasonably calculated to lead to discoverable information. Further still, this request seeks information that was not required for other Class B Bingo license applicants.

Respectfully Submitted,

R. Salaam-Jones

KENNETH L. THOMAS (THO 043)
RAMADANAH M. SALAAM-JONES (SAL 026)

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Burr Ridge, Illinois 60527
(630) 654-4500 (phone)
(630) 355-4646 (fax)

Attorneys for the Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following via hand delivery this the 16th day of August, 2006.

Fred D. Gray
Fred D. Gray, Jr.
GRAY, LANGFORD, SAPP,
MCGOWAN, GRAY & NATHANSON
P.O. Box 830239
Tuskegee, Alabama 36083-0239
(334) 727-4830 (phone)
(334) 727-5877 (fax)

R. Dalton-Jones

OF COUNSEL

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA

MACON COUNTY INVESTMENTS, INC.; REACH ONE, TEACH ONE OF AMERICA, INC., **Plaintiffs,** **v.** **SHERIFF DAVID WARREN, in his official capacity as the SHERIFF OF MACON COUNTY, ALABAMA,** **Defendant.**	)	**Case Number: 3:06-CV-224-WKW**

MACON COUNTY INVESTMENT'S OBJECTIONS AND RESPONSES TO DEFENDANT'S REQUEST FOR ADMISSIONS AND REQUEST FOR PRODUCTION OF DOCUMENTS

COMES NOW Macon County Investments, Inc. and hereby submits these objections and responses to the Defendant's Request for Admissions and Request for Production of Documents:

GENERAL OBJECTIONS

1. The Plaintiff's objections to Defendant's discovery request are made without waiver of, or prejudice to, any additional objections Plaintiff may make.

2. All such objections are hereby expressly preserved, as is the right to move for a protective order.

3. The Plaintiff reserves all objections as to admissibility at trial of any information provided.

4. The Plaintiff objects to each and every discovery request to the extent that the information called for, if any, was obtained and prepared in anticipation of litigation or for trial

and Defendant has made no showing that he has substantial need for the materials in the preparation of their case and that he is unable, without undo hardship, to obtain the substantial equivalent of the materials by other means. The Plaintiff further objects to each and every discovery request to the extent that the information called for, if any, is privileged and is not discoverable under Rule 26(b)(3), Alabama Rules of Civil Procedure.

5. The Plaintiff objects to each and every discovery request to the extent that the information called for, if any, is protected from Discovery by the Attorney-Client Privilege.

6. The Plaintiff objects to each and every discovery request to the extent that it seeks information that is equally available to the Defendant and the burden on Defendant to obtain the requested information is no greater than the burden on the Plaintiff.

7. The Plaintiff objects to each and every discovery request to the extent that it is overly broad, oppressive, unduly burdensome, expensive and beyond the permissible scope of Discovery under Alabama Rules of Civil Procedure.

8. The Plaintiff objects to each and every discovery request to the extent that it seeks an answer involving an opinion or contention that relates to fact or the application of law to fact before Discovery has been completed or a pre-trial conference has been conducted.

9. The Plaintiff objects to Defendant's discovery requests to the extent that Defendant's requests exceed the requirements of Rule 33 and 34 of the Alabama Rules of Civil Procedure.

10. The Plaintiffs reserves the right to supplement its responses to Defendant's discovery requests upon completion of Discovery.

11. Any response below does not waive any of the aforementioned objections.

REQUEST FOR ADMISSIONS

1. Please admit that Macon County Investments, Inc. ("MCII) is not a parent, subsidiary, affiliate, or member of Plaintiff Reach One, Teach One of America, Inc. ("Reach One").

RESPONSE: Admitted. However, MCI has acted as surety to Reach One as well as the owner and operator of the bingo games to played under the Class B license.

2. Please admit that Plaintiff Reach One submitted an application for a Class B Bingo license to the Office of the Sheriff of Macon County on or about July 25, 2005.

RESPONSE: Admitted.

3. Please admit that at the time Reach One submitted its application for a Class B Bingo license, MCII had entered into an Agreement entitled "Bingo Operations and Lease Agreement" dated on July 8, 2005 with Reach One.

RESPONSE: Admitted.

4. Please admit that as of the date of the filing of the Plaintiff's Complaint that MCII did not have a facility constructed in Macon County.

RESPONSE: Admitted, as it would not be feasible to construct a facility without a license.

5. Please admit that at the time Reach One submitted its application for a Class B Bingo license, Reach One did not submit a certified copy of the charter, certificate

of incorporation, or by-laws of Reach One.

RESPONSE: Admitted. However, Reach One did submit evidence of being of a 501(c)(3) charitable organization.

6. Please admit that at the time Reach One submitted its application for a Class B Bingo license, MCII did not submit a listing of all convictions for criminal offenses for members of MCII.

RESPONSE: Admitted. However, all members of MCII submitted consent forms for background checks which would reveal any criminal convictions.

7. Admit that at the time Reach One submitted its application for a Class B Bingo license, neither MCII, nor anyone acting on its behalf, had in force public liability insurance in an amount not less than $5,000,000.00.

RESPONSE: Admitted. Public liability insurance cannot be obtained until there is an existing structure. However, MCII had the means and the ability to acquire the insurance once the Sheriff granted its application.

8. Admit that at the time Reach One submitted its application for a Class B Bingo license, neither MCII, nor anyone acting on its behalf, had existing parking for patrons and employees.

RESPONSE: Admitted. However, MCII submitted to the Sheriff a proposed layout of its facility which provided for adequate parking.

9. Admit that at the time Reach One submitted its application for a Class B Bingo License, neither MCII, nor anyone acting on its behalf, had a cash or a surety bond in the amount of $1,000,000.00.

Admitted. The surety bond cannot be obtained until there is an existing structure. However, MCII had the means and the ability to acquire the bond once the Sheriff granted its application.

10. Admit that at the time Reach One submitted an application for a Class B Bingo license, neither MCII, nor anyone acting on its behalf, had paid at least $5,000,000.00 for the land, building, and other capital improvements comprising the location where bingo was to be conducted.

RESPONSE: Admitted. It would not be reasonable or rational for MCII to construct such a location without a granting of its application.

11. Admit that at the time Reach One submitted its application for a Class B Bingo license, MCII did not present to the Sheriff of Macon County satisfactory evidence that the location where bingo was to be conducted was compliant with the Americans with Disabilities Act.

RESPONSE: Denied. MCII submitted a design of its proposed facility indicating compliance with the Americans with Disabilities Act.

REQUEST FOR PRODUCTION

1. All documents which relate, pertain or refer to the claims made in your Complaint.

RESPONSE: MCI adopts each and every general objection raised above as if fully set forth herein. Further, MCI objects to this request as it is broad, vague and unduly burdensome. Without waiving the aforementioned objections, MCI states that the documents related to the claims in its Complaint are attached as exhibits to the Original and First Amended and Restated Complaints. Further still, this list is not all inclusive as parties are still in the discovery phase.

2. All documents which relate, pertain or refer to any communication you are anyone

acting on your behalf may have had with the Sheriff or any of his agents or employees.

RESPONSE: MCI adopts each and every general objection raised above as if fully set forth herein. Further, the request is vague and broad and is not limited in time and in scope. Without waiving the aforementioned objections, the production to this request can be found at documents labeled **MC00001 to MC00063**.

3. A copy of the charter, certificate of incorporation, and/or by-laws of MCII and all amendments thereto.

RESPONSE: MCI adopts each and every general objection raised above as if fully set forth herein. Further, MCI objects to this request as it is broad, unduly burdensome, and not reasonably calculated to lead to discoverable information. Without waiving the aforementioned objections, MCI states that the production to this request can be found at documents labeled **MC00080 to MC00104.**

4. A copy of all correspondence between Reach One and MCI regarding the operation, licensing and/or conduct of bingo in Macon County.

RESPONSE: MCI adopts each and every general objection raised above as if fully set forth herein. Further, MCI objects to this request as it is broad, vague and unduly burdensome. Further still, this request is not limited in time. Without waiving the aforementioned objections, MCI states that the production to this request can be found at documents labeled **MC00072**.

5. A copy of the preliminary drawings of the facility in which MCII was seeking or is seeking to conduct bingo games in Macon County.

RESPONSE: MCI adopts each and every general objection raised above as if fully set forth herein. Without waiving the aforementioned objections, MCI states that the production to this request can be found at documents labeled **MC00063 to MC00064**. MCI points out that the land survey labeled **MC00064** was admitted as an exhibit to the Deposition of Sheriff David Warren on August 15, 2006. A smaller version of this exhibit is forthcoming.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following via hand delivery this the 16th day of August, 2006.

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